

AGENDA FOR THE PLAN COMMISSION

Members noticed must notify the person who prepared agenda (see below) at least 24 hours before the meeting as to whether they will not be able to attend this meeting.

Date and Time: Tuesday, November 15, 2022, – **5:15 PM**

Location: Council Chambers, Municipal Building, 101 South Blvd., Baraboo, Wisconsin

Member Notices: R. Nelson, P. Wedekind, R. Franzen, J. O'Neill, T. Kolb, B. Hartup, and M. Boegner.

Others Noticed: T. Pinion, C. Bradley, M Krautkramer, Cliff Bobholz, Matt Muchow, Max Dvorak, Bjorn Kaashagen, Marc Londo, Hans Wilkes, Dan Goff, David Wall, Library, and Media.

PETITIONERS OR REPRESENTATIVES MUST BE PRESENT OR SUBJECT WILL NOT BE HEARD BY THE COMMISSION!

1. Call to Order

- a. Note compliance with the Open Meeting Law.
- b. Roll Call
- c. Approve agenda.
- d. Approve September 20 and October 18, 2022 meeting minutes.

2. Public Invited to Speak (Any citizen has the right to speak on any item of business that is on the agenda for Commission action if recognized by the presiding officer.)

3. New Business

- a. Request to Rezone Lot 1 of Sauk County Certified Survey Map No. 7223, a 2.98-acre Lot on the northwest corner of Taft Ave (CTH T) and 12th Street from A-1, Agricultural Transition to B-3, Highway Oriented Business for new Fire/EMS Facility – Station #2, by the City of Baraboo.
- b. Review the Specific Implementation Plan (SIP) in accordance with Step 4 of the Planned Development rezoning process for KMD Development LLC's proposed Baraboo Bluffs Condominium project, consisting of a mix of thirty three 2- and 3- unit buildings totaling 85 units on Lot 1 of Sauk County Certified Survey Map No. 7231, an 18.4-acre site on the east side of Waldo Street between Parkside Avenue and Hager Street.
- c. Review and approve Baraboo Bluffs Condominium Plat, Phase 1 for Baraboo Bluffs Condominium Project (Appendix E of the Baraboo Bluffs Condominium SIP), being a part of Certified Survey Map No. 7231, located in the S ½ of Section 2, T11N, R6E, City of Baraboo, Sauk County, Wisconsin.
- d. Review a conceptual development plan in accordance with Step 2 of the Planned Development rezoning process to repurpose the property at 1301 Lake Street for use as a church, by Freedom in Christ Church.

4. Adjournment

Rob Nelson, Mayor

Agenda prepared by Tom Pinion, 355-2730, Ext. 7309
Agenda Posted by Donna Griggel on November 11, 2022

PLEASE TAKE NOTICE, that any person who has a qualifying as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Municipal Clerk, 101 south Blvd., or phone 355-2700, during regular business hours at least 48 hours before the meeting so that reasonable arrangements can be made to accommodate each request.

FOR INFORMATION ONLY, NOT A NOTICE TO PUBLISH.

PLAN COMMISSION ITEM SUMMARY
November 15, 2022

SUBJECT: REQUEST TO REZONE LOT 1 OF SAUK COUNTY CERTIFIED SURVEY MAP NO. 7223, A 2.98-ACRE LOT ON THE NORTHWEST CORNER OF TAFT AVE (CTH T) AND 12TH STREET FROM A-1, AGRICULTURAL TRANSITION TO B-3, HIGHWAY ORIENTED BUSINESS FOR NEW FIRE/EMS FACILITY – STATION #2, BY THE CITY OF BARABOO.

SUMMARY OF ITEM A: The City of Baraboo recently acquired this property for the purpose of building Station #2 for the planned Fire/EMS Facilities. The proposed use of the property is considered a government office and that use is a permitted use in the B-3 district, which seems to be the most appropriate zoning for

ACTION: Forward to Common Council for a Public Hearing on the Rezoning with a recommendation to Approve/Conditionally Approve/or Deny the Proposed Rezoning to an B-3 Highway Oriented Business zoning classification.

SUBJECT: REVIEW THE SPECIFIC IMPLEMENTATION PLAN (SIP) IN ACCORDANCE WITH STEP 4 OF THE PLANNED DEVELOPMENT REZONING PROCESS FOR KMD DEVELOPMENT LLC'S PROPOSED BARABOO BLUFFS CONDOMINIUM PROJECT, CONSISTING OF A MIX OF THIRTY THREE 2- AND 3- UNIT BUILDINGS TOTALING 85 UNITS ON LOT 1 OF SAUK COUNTY CERTIFIED SURVEY MAP NO. 7231, AN 18.4-ACRE SITE ON THE EAST SIDE OF WALDO STREET BETWEEN PARKSIDE AVENUE AND HAGER STREET.

SUMMARY OF ITEMS B: This item should ring a familiar bell since the General Development Plan (GDP) was reviewed and approved at last month's meeting. This is the SIP for the first phase of the proposed development. This 18.4-acre site is located on the east side of Waldo Street between Hager Street and Parkside Avenue. The pre-existing zoning classification was A-1 Agricultural Transition but the Common Council approved the first reading of the ordinance to rezone the property with a PUD and approve the GDP. The owners intend to develop an 85-unit condominium development on this property using a mixture of 2-unit and 3-unit buildings, with an interior network of private roadways. The developer intends to install the sanitary sewer, water main, and storm sewer to the City's standard specification with an expectation to dedicate these utilities to the City for their future maintenance and operation.

The attached SIP provides additional detail including floor plans for the proposed buildings, colored renderings of the proposed buildings, a description of the proposed building materials (all included in Appendix C), the results of the traffic study that was recently completed (Appendix D) and the Condominium Plat (Appendix E) and corresponding Declaration of Condominium (Appendix F). The architect plans to bring samples of the building materials to the meeting.

COMPLIANCE/NONCOMPLIANCE:

Pursuant to Section 17.36B – *Planned Unit Developments*, I have found the application to be complete and have reviewed it for compliance with the ordinance.

ACTION: Forward to Common Council for a Public Hearing with a recommendation to approve, conditionally approve, or deny the SIP for this property.

Approve / Conditionally Approve / Deny CSM

SUBJECT: REVIEW AND APPROVE BARABOO BLUFFS CONDOMINIUM PLAT, PHASE 1 FOR BARABOO BLUFFS CONDOMINIUM PROJECT (APPENDIX E OF THE BARABOO BLUFFS CONDOMINIUM SIP), BEING A PART OF CERTIFIED SURVEY MAP NO. 7231, LOCATED IN THE S ½ OF SECTION 2, T11N, R6E, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

SUMMARY OF ITEM C: The Commission reviewed a Conceptual Plan for this project at the October 2018 meeting. At that time, it was explained that should this project proceed, the owners will prepare a formal Submittal in accordance with the Chapter 18 - Subdivision & Platting for careful review by the Commission at a future meeting. That time is now.

The City regulates Condominium Plats the same as Subdivision Plats. The proposed project is consistent with the original Concept Plan, GDP, and SIP. Included in the SIP document is a location map of the subject property (Appendix A), the Condominium Plat (Appendix E) and the corresponding legal documentation (Appendix F).

COMPLIANCE/NONCOMPLIANCE:

Pursuant to Chapter 18 – *Subdivision and Platting*, I have found this Condominium Plat to be complete and have reviewed it for compliance with the ordinance.

ACTION: **Approve/Conditionally Approve / Deny the Condominium Plat for Phase 1 of Baraboo Bluffs Condominium and forward to Common Council for their consideration.**

SUBJECT: **REVIEW A CONCEPTUAL DEVELOPMENT PLAN IN ACCORDANCE WITH STEP 2 OF THE PLANNED DEVELOPMENT REZONING PROCESS TO REPURPOSE THE PROPERTY AT 1301 LAKE STREET FOR USE AS A CHURCH, BY FREEDOM IN CHRIST CHURCH.**

SUMMARY OF ITEM D: This is only the review of a concept plan. Should this project proceed, it will be a PUD with a full GDP/SIP submittal that will be carefully reviewed by the Commission at a future date.

Freedom in Christ Church is considered relating from their 409 4th Street location to the former Glenvilled Timberwrights property at 1301 Lake Street. This property is located within the boundary of the Devil’s Lake Business Park so it is subject to the corresponding Restrictive Covenants, a copy of which are included in the packet. The Zoning Code allows churches as either a Permitted Use or conditional Use in all residential districts but it is not currently allowed in any Industrially zoning district. The Restrictive Covenants (Section II) do not mention churches directly but it affords the City the option to allow “other uses not expressly stated herein” subject to Council approval.

As part of the staff review of this proposed project, the applicant expressed a preference to follow the planned unit development process and have the property zoned with a Planned Development Zoning Overlay. This approach actually gives the City a higher degree of control compared to a “standard” rezoning.

COMPLIANCE/NONCOMPLIANCE:

Pursuant to Section 17.36B – *Planned Unit Developments*, I have found the application to be complete and have reviewed it for compliance with the ordinance.

ACTION: Provide informal feedback relating to the proposed land division. No formal action is necessary and any feedback you care to offer is non-binding.

As prepared by:

GROTHMAN & ASSOCIATES S.C.
PROFESSIONAL SERVICES

825 EAST SLURF STREET, P.O. BOX 373 PORTAGE, WI. 53001
PHONE: PORTAGE: (800) 742-7788 SAUK: (800) 844-8877
FAX: (800) 742-0434 E-MAIL: surveying@grothman.com
(RED LOGO REPRESENTS THE ORIGINAL MAP)

G & A FILE NO. **722-336**

DRAFTED BY: T. KASPER

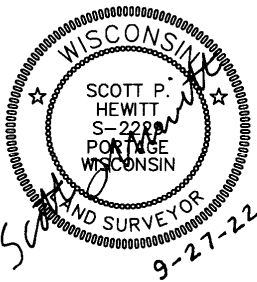
CHECKED BY: TG

PROJ. **722-336**

DWG. **722-336**

SHEET **1** OF **2**

SEAL:



DOCUMENT #: **1242510**

Recorded: 10-26-2022 at 3:00 PM

BRENT BAILEY

SAUK COUNTY REGISTER OF DEEDS

REGISTRAR'S OFFICE

Sauk Co, WI

RECEIVED FOR RECORD

Fee Amount: \$30.00

:

SAUK COUNTY CERTIFIED SURVEY MAP NO. 7223

GENERAL LOCATION

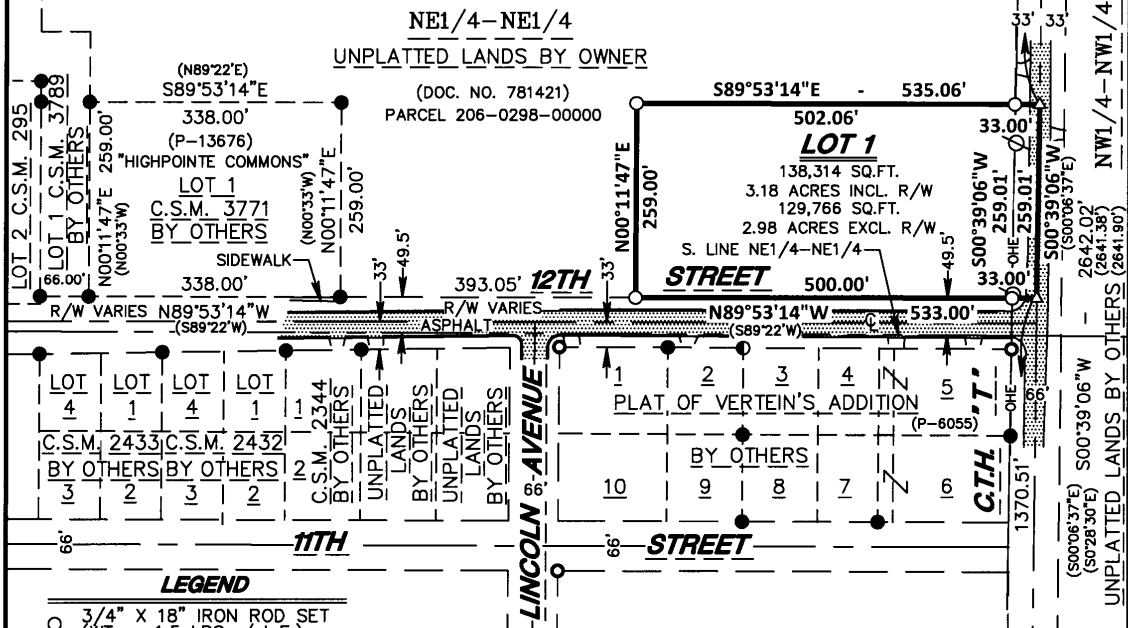
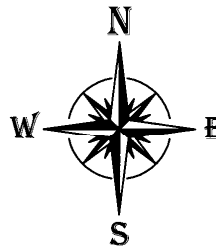
Volume **49**, Page **7223**

BEING PART OF THE NE1/4 OF THE NE1/4, SECTION 36, T. 12 N, R. 6 E,
CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

BASIS OF BEARINGS:

IS THE EAST LINE OF THE NE1/4,
SECTION 36 WHICH BEARS
S00°39'06"W AS REFERENCED TO
GRID NORTH SAUK CO.
COORDINATE SYSTEM NAD83(97).

SCALE: 1" = 200'



LEGEND

- 3/4" X 18" IRON ROD SET (WT. = 1.5 LBS. / L.F.)
 - 3/4" IRON ROD FND.
 - △ MAG NAIL SET
 - ⊙ 1" PINCHED IRON PIPE FND.
 - ⊙ 2" IRON PIPE FND.
 - ⊙ 3 1/2" ALUM. MON. FND. & WITNESSES FND. & VERIFIED
 - ⊙ STANDARD HARRISON MON. FND. & WITNESSES FND. & VERIFIED
 - ⊙ POWER POLE
 - OHE—OVERHEAD UTILITY LINE
 - () PREVIOUS SURVEY OR RECORD INFO.
- FIELDWORK COMPLETED ON 7/18/2022

OWNER: DENNIS G. & DALE W. KNUTH
S 4451A C.T.H. "T"
BARABOO, WI 53913

CLIENT: CITY OF BARABOO
101 SOUTH BOULEVARD
BARABOO, WI 53913

As prepared by:
GROTHMAN & ASSOCIATES S.C.
PROFESSIONAL SERVICES
625 EAST SUPER STREET, P.O. BOX 373 PORTAGE, WI. 53901
PHONE: PORTAGE (808) 742-7788 SAUK (808) 844-8877
FAX: (808) 742-0434 E-MAIL: surveying@grothman.com
(RED LOGO REPRESENTS THE ORIGINAL MAP)

G & A FILE NO. 722-336

DRAFTED BY: T. KASPER

CHECKED BY: TG

PROJ. 722-336

DWG. 722-336 SHEET 2 OF 2

SEAL:



SAUK COUNTY CERTIFIED SURVEY MAP NO. 7223
GENERAL LOCATION

Volume 45, Page 7223 A

**BEING PART OF THE NE1/4 OF THE NE1/4, SECTION 36, T. 12 N., R. 6 E,
CITY OF BARABOO, SAUK COUNTY, WISCONSIN.**

SURVEYOR'S CERTIFICATE

I, **SCOTT P. HEWITT**, Professional Land Surveyor, do hereby certify that by the order of the **City of Baraboo**, I have surveyed, monumented, mapped and divided part of the Northeast Quarter of the Northeast Quarter of Section 36, Town 12 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin, described as follows:

Commencing at the Northeast corner of Section 36;
thence South 00°39'06" West along the East line of the Northeast Quarter of Section 36 and the centerline of County Trunk Highway T, 1,012.50 feet to the point of beginning;
thence continuing South 00°39'06" West along the East line of the Northeast Quarter of Section 36 and the centerline of County Trunk Highway T, 259.01 feet;
thence North 89°53'14" West along the North right-of-way line of 12th Street and the Easterly extension thereof, 533.00 feet;
thence North 00°11'47" East, 259.00 feet;
thence South 89°53'14" East, 535.06 feet to the point of beginning.
Containing 138,314 square feet (3.18 acres), more or less. Being subject to County Trunk Highway T right-of-way along the Easterly side thereof and servitudes and easements of record, if any.

I DO FURTHER CERTIFY that this is a true and correct representation of the boundaries of the land surveyed and that I fully complied with the Provisions of AE7 Wisconsin Administrative Code, Chapter 236.34 of the Wisconsin State Statutes and the City of Baraboo Subdivision Ordinance to the best of my knowledge and belief.

Scott P. Hewitt

SCOTT P. HEWITT
Professional Land Surveyor, No. 2229
Dated: September 27, 2022
File No.: 722-336

PLAN COMMISSION RESOLUTION

RESOLVED that this Certified Survey Map in the **City of Baraboo**, Sauk County, Wisconsin is hereby approved by the Plan Commission.

John F. N.

Mayor

10/24/2022
Date

Tom Quinn
City Engineer

10-24-2022
Date

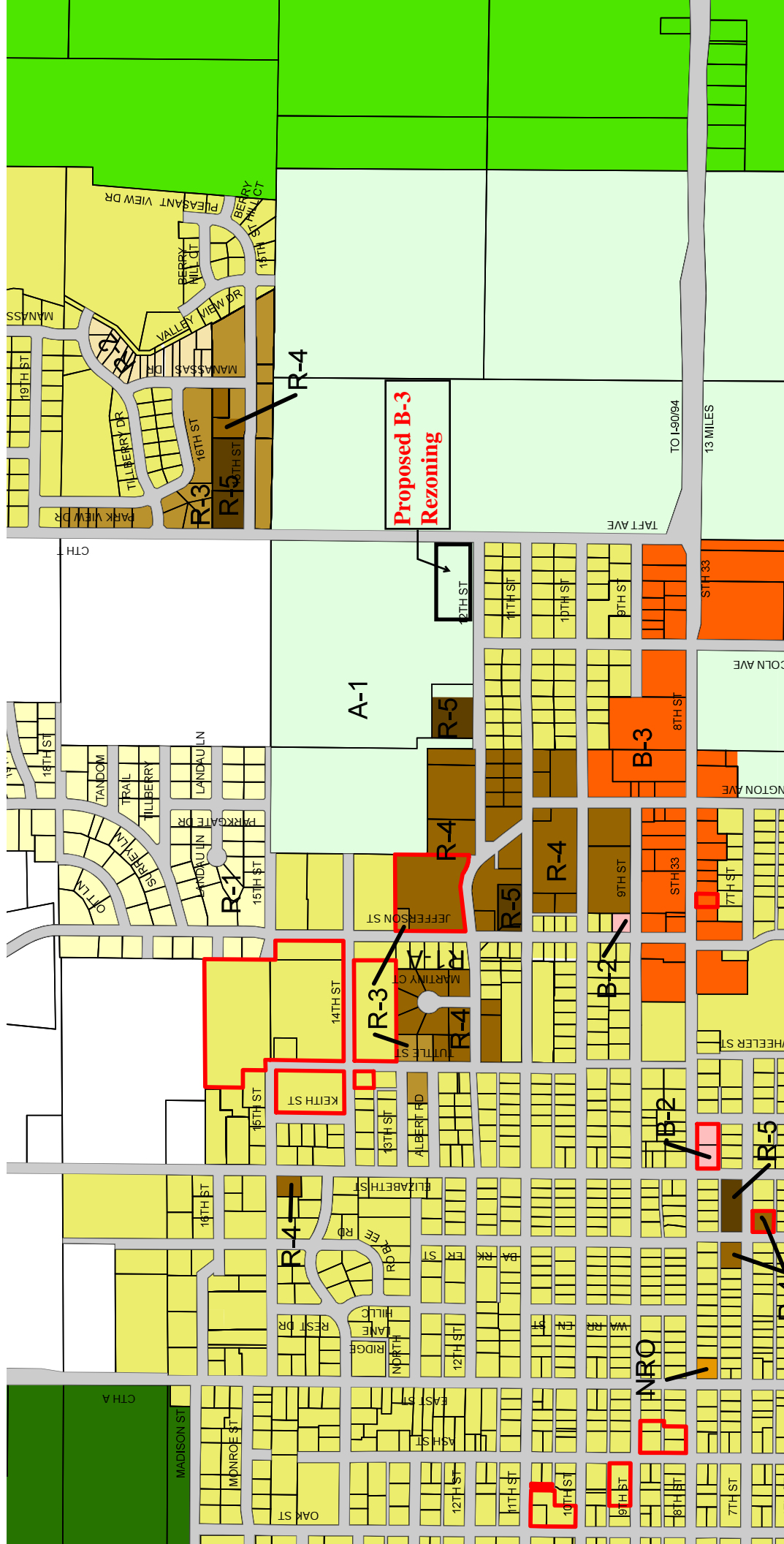
I HEREBY certify that the foregoing is a copy of a Resolution adopted by the Plan Commission of the **City of Baraboo**, Wisconsin, this 24th day of October, 2022.

Brenda M. Zima
City Clerk

10/24/22
Date

OWNER: DENNIS G. & DALE W. KNUTH
S 4451A C.T.H. "T"
BARABOO, WI 53913

CLIENT: CITY OF BARABOO
101 SOUTH BOULEVARD
BARABOO, WI 53913



Baraboo Bluffs Condominium

- ◇ City of Baraboo • Specific Implementation Plan (SIP) of Proposed Development •
- ◇ Submitted November 9, 2022 •

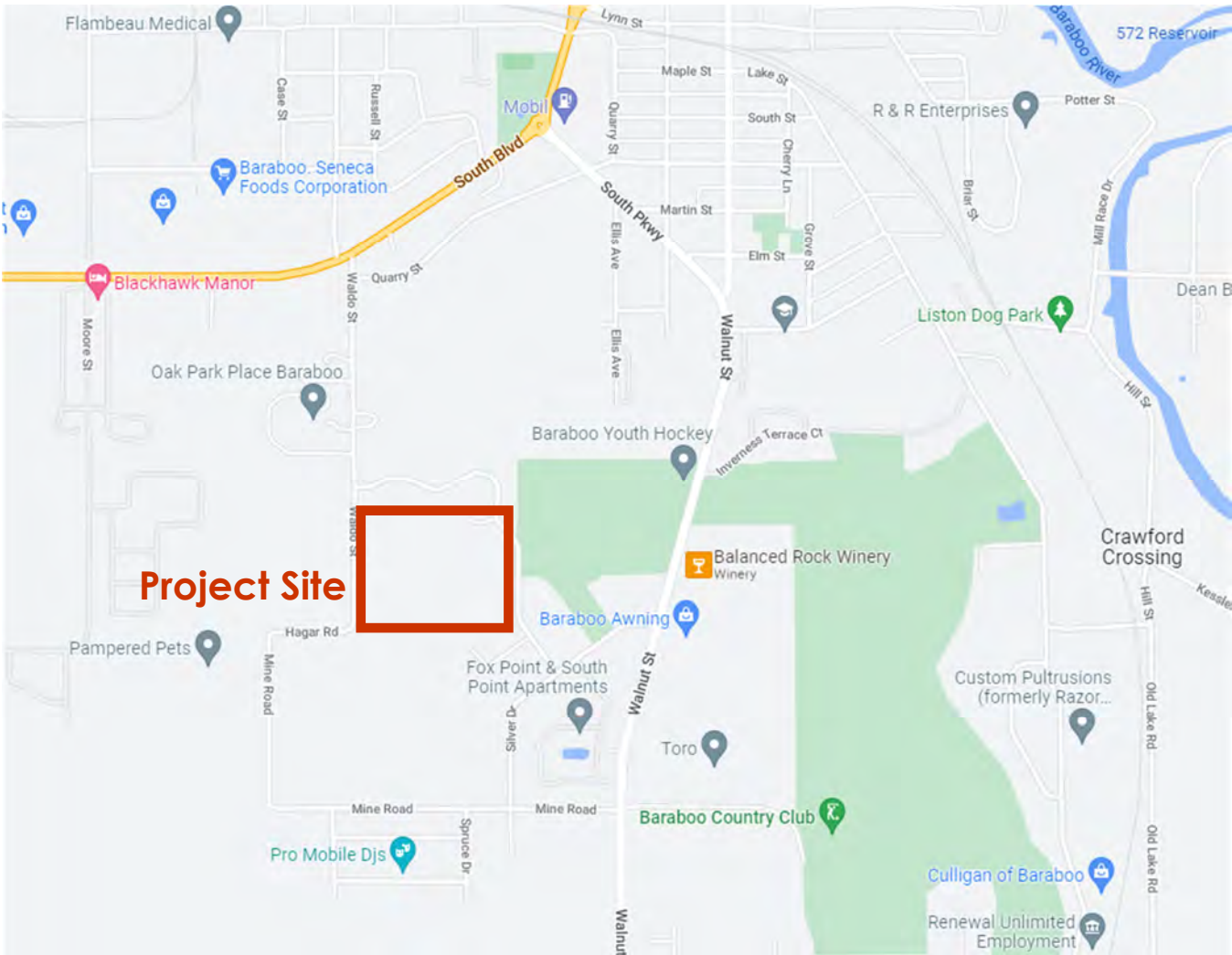


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Concept Plan.....	Appendix B
Typical Sections.....	Appendix C
Traffic Study	Appendix D
Condominium Plat	Appendix E
Condominium Declarations.....	Appendix F

Developer

Maxwell Dvorak
E9290 Hogsback Road
Baraboo, WI 53913
608-345-1905
C/O: Bjorn Kaashagen (bjorn@bjkci.net)

Engineer, Surveyor & Planner

Vierbicher
400 Viking Drive
Reedsburg, WI 53595
608-402-6379
Matt Muchow, PE (mmuc@vierbicher.com)



Architect

Dimension IV
6515 Grand Teton Plaza—Suite 120
Madison, WI 53719
608-829-4452
Jerry Bourquin, AIA (jbouquin@dimensionivmadison.com)



Specific Implementation Plan

Introduction

The proposed Baraboo Bluffs Condominium development will be a new neighborhood on the south side of Baraboo consisting of approximately 85 residential dwelling units. The development is near Pierce Park and other community facilities. The development will include private streets and dwelling units will be nestled into the existing hill. The project is aimed at Seniors featuring two and three dwelling unit residential buildings. This will allow for the development of affordable family homes. The project will include recreational green space, a clubhouse, playground, pedestrian paths and a pickleball area.

The development will include a Condominium Plat with Condominium declarations, and be constructed in phases. The table below list the number of buildings by type and number of dwelling units.

Project Description

Phase 1: Will include mass grading and the construction of the stormwater retention pond. In addition, utilities will be run through the center of the property. The main west—east road (Louis Lane) will be constructed including the street and utilities to serve the units on either side of Louis Lane. Six buildings including one small duplex, two large duplexes, and a mix of 3—1 and 2 story three-unit buildings will be constructed. Phase 1 will begin in the Fall of 2022 and completed in 2023.

Phase 2: Will start with the units on the south side of the property along Gust Road and Pitt Place.—Phase 2 will begin in Spring 2023, depending on housing demand.

Phase 3: Will be the construction of the remaining streets and residential units. Phase 3 will also depend on the housing demand, but could begin in the Fall of 2023. Phase 3 may be split into several phases depending on demand and the overall market at the time of development.

Project Specifics

Specific project themes and images.



See Appendix B and C.

Dwelling Unit Types

There will be a variety of dwelling units; typically one and two-story buildings. Typical dwelling units will range from approximately 1,400 square feet to 2,200 square feet with two to three bedrooms, two bathrooms, and attached garages. The floor plans will be open for maximum flexibility. Bedrooms will be on the upper level with several units having master bedrooms on the main floor. The units will have patios and porches to connect to the outside environment.

Building Type	Approximate Number of Buildings	Units
Two Unit Condo	17	34
Three-Unit Condo	17	51
Clubhouse	1	

The exterior will be of a traditional and craftsman design. There will be a variety of building design images. The buildings will have sloped roofs with dimensional shingles. The exteriors will have a variety

of low-maintenance finishes, including SmartSide siding, vinyl windows, masonry and cultured stone. Exterior elevations of the buildings are included in the appendix.

Specific Residential Densities

There will be 17 two-unit condominiums; and 17 three-unit condominiums for a total of 85 units. The project site is approximately 19 acres in size, the resulting density is 4.46 dwelling units per acre.

Sustainable Building Practices

The development will utilize sustainable building practices where practical, including, but not limited to the following:

- Window with a U-factor of .28
- Doors with more than ½ lite will have a U-factor of .30
- LED light fixtures
- Energy star appliances
- Low flow plumbing fixtures
- Duct insulation in attics of R-8 rating
- Wall and ceiling insulation as listed below
- Wall insulation with a U-factor of 0.051
- Ceiling insulation with a U-factor of 0.027

Specific Treatment of Natural Features

The project will be designed and constructed to blend with the natural topography. In future phases several dwelling units may have exposed, accessible lower levels that will be cut into the hillside to create a walk-out.

A two cell stormwater management system is proposed on the eastern side of the site. The cells will include a dry infiltration basin and a wet basin and they are approximately 0.92 acres in size. The stormwater system will be designed to meet regulatory requirements and will be designed to accommodate the 1-year through 100-year storm events.

Specific relationship to nearby properties and public streets

The proposed Louis Lane will connect Waldo Street to Parkside Avenue. The project will be adjacent to residential development to the north and to the east. The property to the west is vacant woodland and farmland. The property to the south is one single family residential dwelling on a large lot. This proposed development will blend with the neighboring land uses.

Statement of Rationale

Baraboo Bluffs Condominium Development will be a new neighborhood on the south side of Baraboo. The development is near Pierce Park and other community facilities. The development will include walking paths and a community center with a playground and a pickleball court. There will be a variety of residences; a mix of one-story and two-story with two or three bedrooms. The property is currently zoned Agricultural Transition (A-1) and that zoning designation is not compatible with the proposed land use. The Planned Development zoning will provide a clear, logical zoning classification. Planned Development zoning will give the Baraboo Bluffs Condominium development the flexibility needed to best utilize the space and will provide the long-term, cost-effective and planned approach to development desired by the City.

Zoning Standards—Exceptions

- A. Permitted Uses.** Project includes two and three family dwellings.
- B. Minimum Yard Dimensions.** The principal building lot dimensions will be established with the Condominium Plat, as will the rear yard setbacks.
- C. Additional Minimum Requirements for Development.** A path will be provided throughout the development for pedestrian movements rather than a sidewalk along the streets.
- D. Setback.** The rear yard and side yard setbacks will be set with the Condominium Plat.

- E. Chapter 18.** A path will be provided throughout the development to supersede the need for sidewalks along the streets.

Curb and gutter will be provided on Louis Lane, but not on the other interior streets in the development. Louis Lane will meet the 24-foot wide road width standards.

A tree every 40-feet will not be provided but a landscape plan is attached that provides screening throughout the property. In addition, each building will have landscaping adjacent to the building.

Traffic Study

A traffic study was completed for the existing and proposed Waldo Street and South Boulevard intersection. The results of the study are included in Appendix D. The takeaways of the traffic study are:

- The developments combined are anticipated to add about 200 peak hour trips.
- The Hitchcock and Waldo intersections operate with relatively low side street delay.
- Development traffic is expected to have minimal impact on increased delays at the Waldo Street and South Boulevard intersection. Side streets stay at a Level of Service C after full buildout.

The study considered the new traffic the two developments are expected to create and where traffic will go (Exhibit 10). The two developments are Baraboo Bluffs Condominium project in addition to a separate planned development to the south. This traffic is primarily anticipated to travel to and from South Boulevard via Waldo Street and South Parkway.

Analysis was also performed to determine how the South Boulevard intersections with Hitchcock Street and with Waldo Street operate currently (Exhibit 5) and with the developments (Exhibit 16). Existing traffic was counted during and represents weekday morning and afternoon peak hours. The developments are not anticipated to have a significant impact to traffic operations. If drivers find the delay to make the

northbound left turn from Waldo Boulevard too long, they are anticipated to shift towards South Parkway so that they may enter South Boulevard using the roundabout where they should experience less delay.

Summary

Baraboo Bluffs Condominium development is requesting Planned Development Zoning to promote and allow the most effective use of the Baraboo Bluffs Condominium property. The underlying zoning standards are not suitable for the proposed residential use of the site. The Planned Development Zoning designation of this proposed development on this site is the best, most efficient use of the site to promote residential development.

Baraboo Bluffs Condominium development began this fall including mass grading. In addition, it is anticipated the stormwater infrastructure, utilities, and the construction of Louis Lane will begin this fall. In addition, 6 buildings on the south side of Louis Lane will begin construction in December 2022 and will be completed in 2023.

The SIP establishes the phases of the project and a detailed description of the activities and is consistent with the approved General Development Plan. The project will consist of duplexes and triplexes that range in size from 1,400 square feet to 2,200 square feet and the units will be one and two-story. Construction of the units will include dimensional shingles, SmartSide siding, cultured stone, single hung windows and shutters. In addition, the units will have decks and porches, at-grade entrances for senior living options with patios.

The common area will consist of a Clubhouse with a basement, lighting of the main road, and signs at each entrance to the development. Recreational activities will include: pickleball court, playground and a paved walking trail.

Once completed, the Baraboo Bluffs Condominium development will provide a high quality development that is compatible with the surrounding neighborhoods and consistent with the City's comprehensive plan.

APPENDIX A

Planned Land Use - City

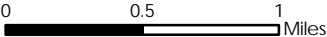
- Roads
- Highway 12 Bypass
- Proposed Roads
- Railroads
- Village of West Baraboo
- Township Boundary
- Parcels
- Baraboo Municipal Boundary
- 3-Mile ETJ
- 1.5 Mile ETJ
- 1/4-Mile Land Fill Buffer
- Rivers, Streams & Creeks
- Operating Extraction Site

Land Use

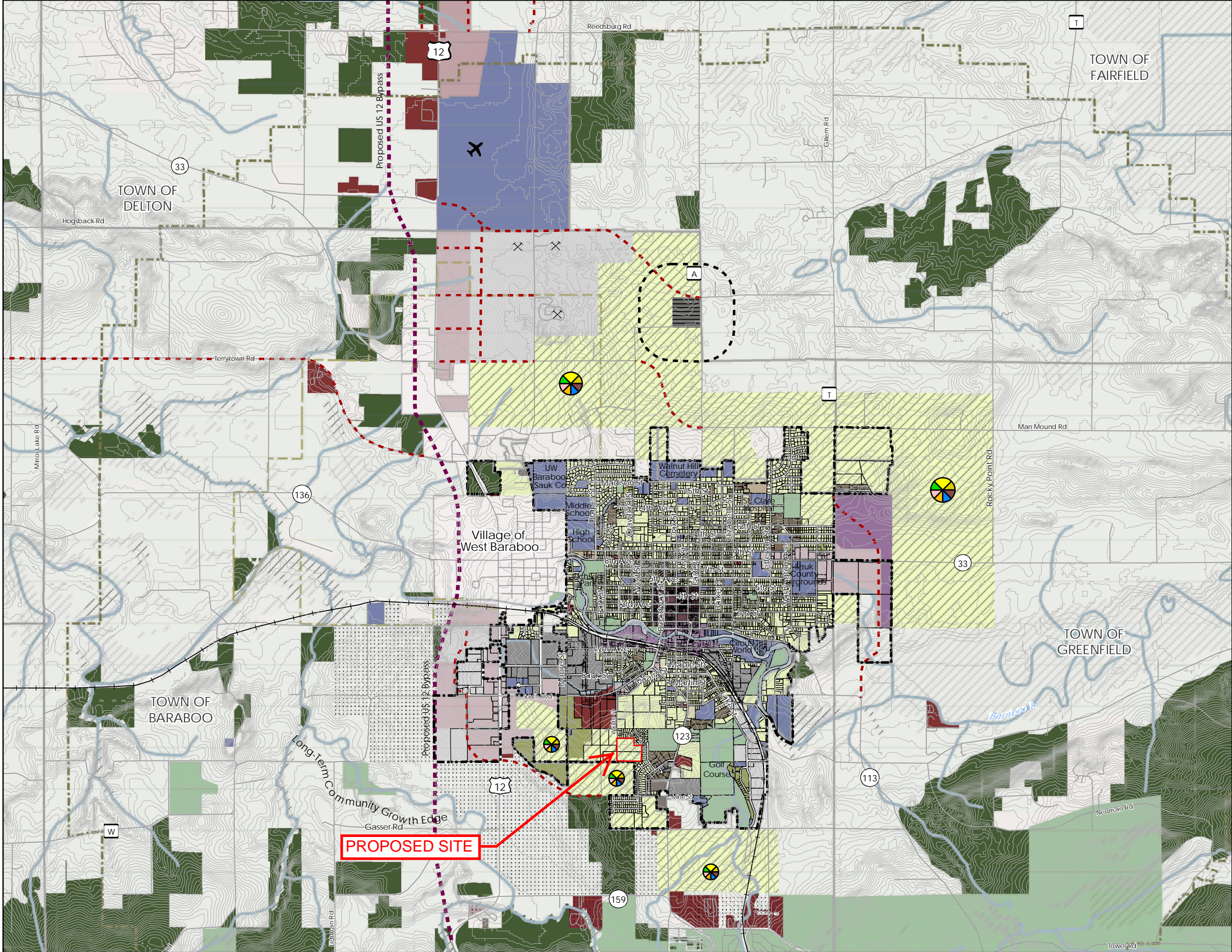
- Agriculture/Rural/Vacant
- Septic Residential
- Single Family Residential
- Two Family Residential
- Mixed Residential
- Planned Neighborhood
- Neighborhood Office
- Neighborhood Business
- Planned Business
- General Business
- Central Mixed Use
- Planned Mixed Use
- Planned Industrial
- General Industrial
- Landfill/Extraction
- Surface Water
- Institutional
- Parks/Open Space
- Public Lands
- Environmental Corridor
- Urban Reserve Area



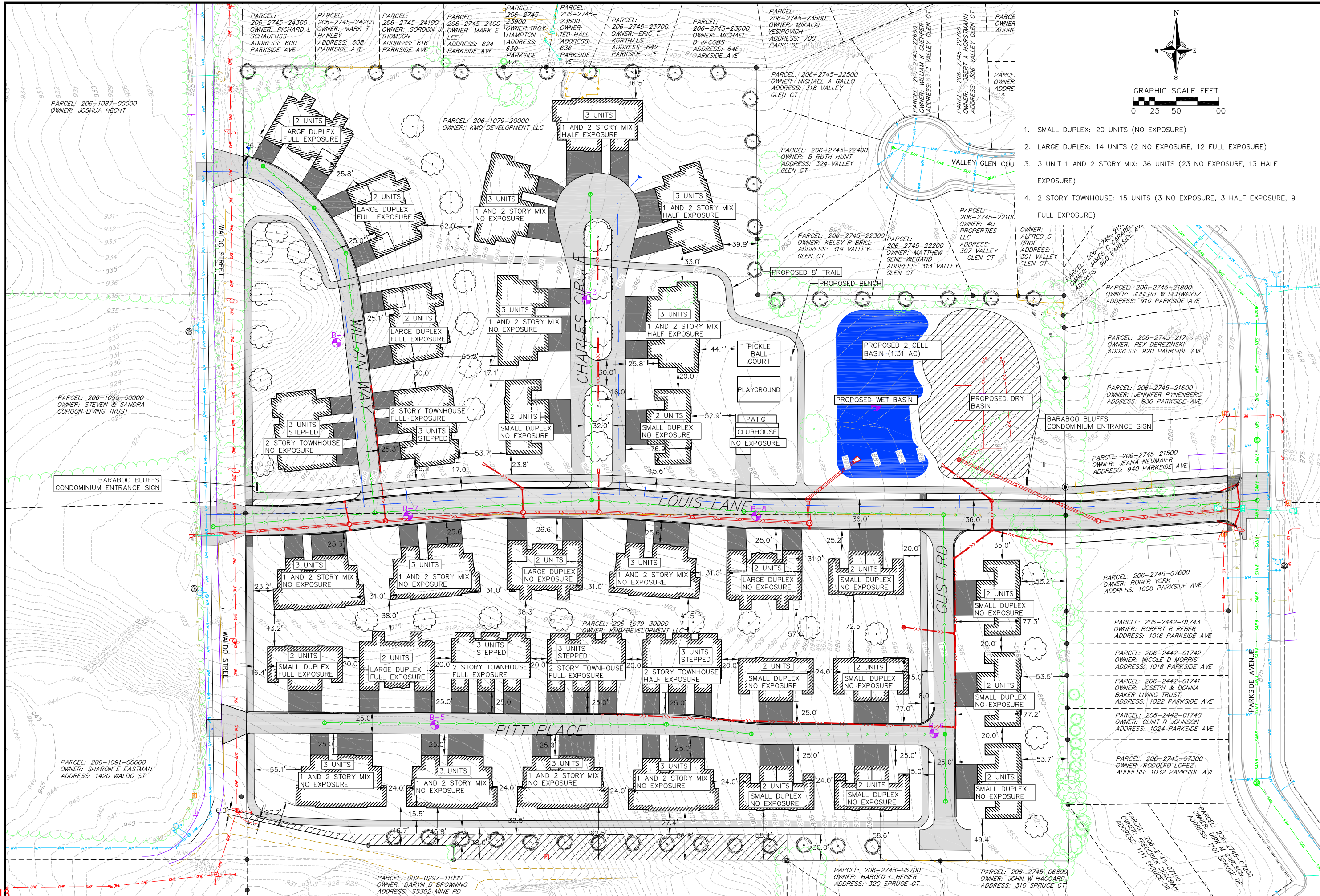
Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision.



Date: May, 2005
Source: Land Use Field Survey



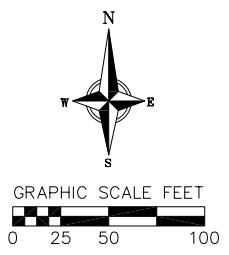
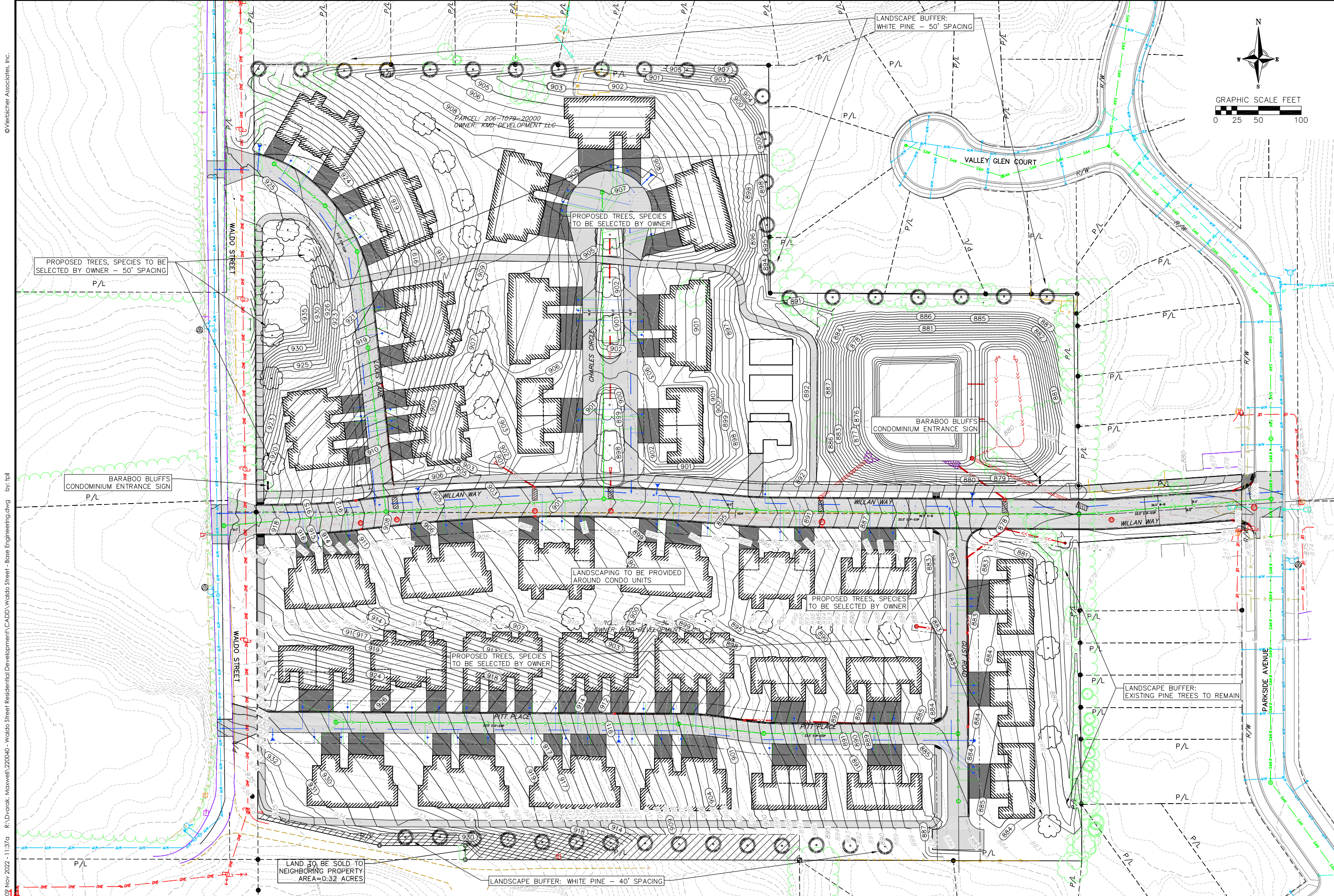
APPENDIX B



1. SMALL DUPLEX: 20 UNITS (NO EXPOSURE)
2. LARGE DUPLEX: 14 UNITS (2 NO EXPOSURE, 12 FULL EXPOSURE)
3. 3 UNIT 1 AND 2 STORY MIX: 36 UNITS (23 NO EXPOSURE, 13 HALF EXPOSURE)
4. 2 STORY TOWNHOUSE: 15 UNITS (3 NO EXPOSURE, 3 HALF EXPOSURE, 9 FULL EXPOSURE)

SITE PLAN
WALDO ST RESIDENTIAL DEVELOPMENT
CITY OF BARABOO
SAUK COUNTY, WISCONSIN

REVISIONS		REVISIONS		REVISIONS	
NO.	DATE	REMARKS	NO.	DATE	REMARKS
DATE		MAY 2022			
DRAFTER		TPIL			
CHECKED		NPFA			
PROJECT NO.		220040			
SHEET		1 OF 1			





vierbicher
planners engineers advisors

LANDSCAPE & SIGNAGE PLAN

BARABOO BLUFFS CONDOMINIUMS
CITY OF BARABOO
SAUK COUNTY, WISCONSIN

REVISIONS		REVISIONS	
NO.	DATE	NO.	DATE

DATE: OCT 2022

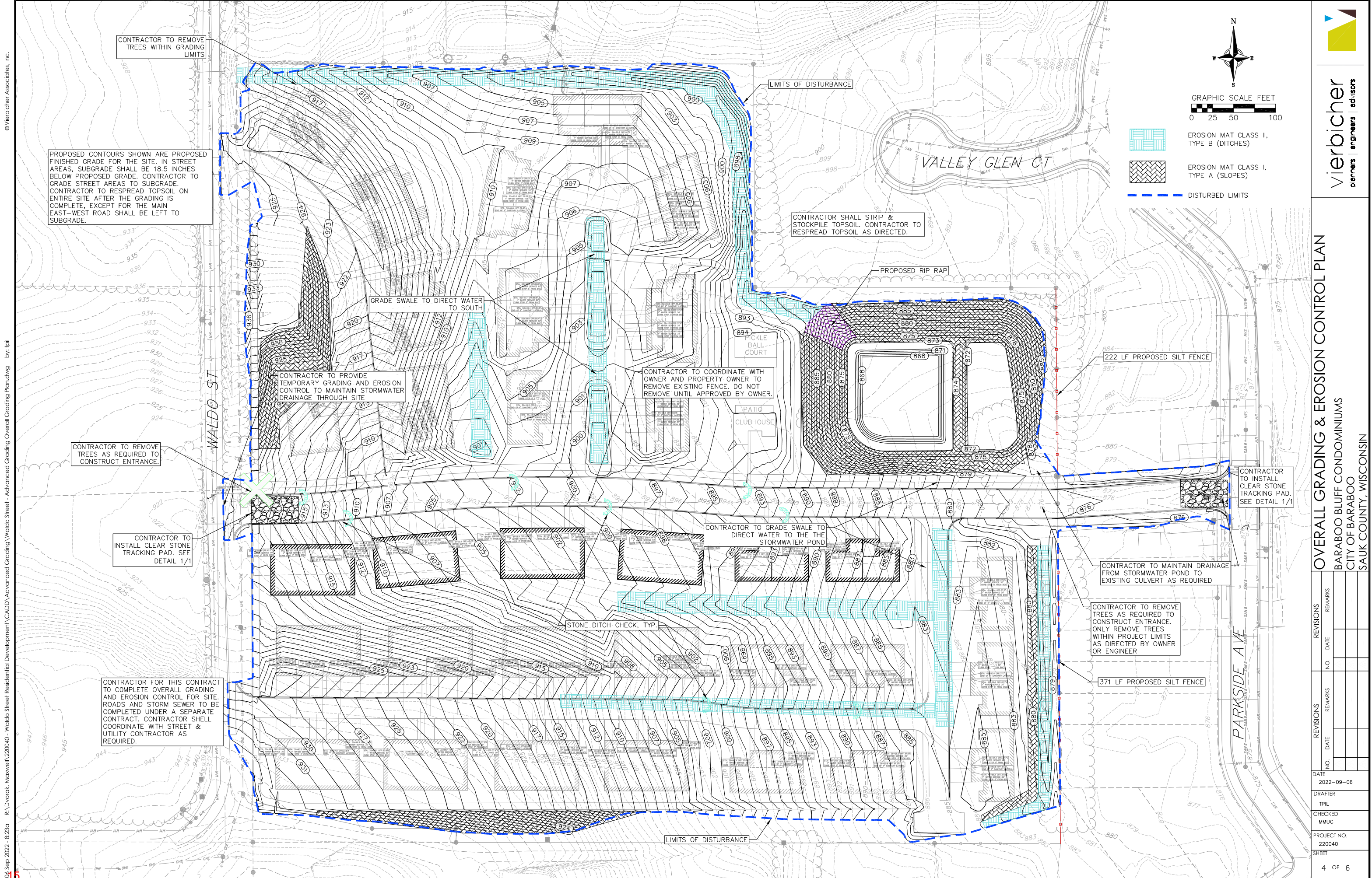
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PROJECT NO.: 220040

SHEET: 15 OF 20

09 Nov 2022 - 11:37a R:\Dvorak, Maxwell\220040 - Waldo Street Residential Development\CADD\Waldo Street - Base Engineering.dwg by: btl © Vierbicher Associates, Inc.



06 Sep 2022 - 8:23a R:\Dwork, Maxwell\220040 - Waldo Street Residential Development\CADD\Advanced Grading\Overall Grading Plan.dwg By: TPI

CONTRACTOR TO REMOVE TREES WITHIN GRADING LIMITS

PROPOSED CONTOURS SHOWN ARE PROPOSED FINISHED GRADE FOR THE SITE. IN STREET AREAS, SUBGRADE SHALL BE 18.5 INCHES BELOW PROPOSED GRADE. CONTRACTOR TO GRADE STREET AREAS TO SUBGRADE. CONTRACTOR TO RESPREAD TOPSOIL ON ENTIRE SITE AFTER THE GRADING IS COMPLETE, EXCEPT FOR THE MAIN EAST-WEST ROAD SHALL BE LEFT TO SUBGRADE.

CONTRACTOR TO REMOVE TREES AS REQUIRED TO CONSTRUCT ENTRANCE.

CONTRACTOR TO INSTALL CLEAR STONE TRACKING PAD. SEE DETAIL 1/1

CONTRACTOR FOR THIS CONTRACT TO COMPLETE OVERALL GRADING AND EROSION CONTROL FOR SITE. ROADS AND STORM SEWER TO BE COMPLETED UNDER A SEPARATE CONTRACT. CONTRACTOR SHALL COORDINATE WITH STREET & UTILITY CONTRACTOR AS REQUIRED.

GRADE SWALE TO DIRECT WATER TO SOUTH

CONTRACTOR TO PROVIDE TEMPORARY GRADING AND EROSION CONTROL TO MAINTAIN STORMWATER DRAINAGE THROUGH SITE

CONTRACTOR TO COORDINATE WITH OWNER AND PROPERTY OWNER TO REMOVE EXISTING FENCE. DO NOT REMOVE UNTIL APPROVED BY OWNER.

CONTRACTOR TO GRADE SWALE TO DIRECT WATER TO THE STORMWATER POND

STONE DITCH CHECK, TYP.

LIMITS OF DISTURBANCE

CONTRACTOR SHALL STRIP & STOCKPILE TOPSOIL. CONTRACTOR TO RESPREAD TOPSOIL AS DIRECTED.

PROPOSED RIP RAP

222 LF PROPOSED SILT FENCE

CONTRACTOR TO INSTALL CLEAR STONE TRACKING PAD. SEE DETAIL 1/1

CONTRACTOR TO MAINTAIN DRAINAGE FROM STORMWATER POND TO EXISTING CULVERT AS REQUIRED

CONTRACTOR TO REMOVE TREES AS REQUIRED TO CONSTRUCT ENTRANCE. ONLY REMOVE TREES WITHIN PROJECT LIMITS AS DIRECTED BY OWNER OR ENGINEER

371 LF PROPOSED SILT FENCE

LIMITS OF DISTURBANCE



GRAPHIC SCALE FEET
0 25 50 100



EROSION MAT CLASS II, TYPE B (DITCHES)



EROSION MAT CLASS I, TYPE A (SLOPES)

DISTURBED LIMITS



OVERALL GRADING & EROSION CONTROL PLAN
BARABOO BLUFF CONDOMINIUMS
CITY OF BARABOO
SAUK COUNTY, WISCONSIN

REVISIONS		REVISIONS	
NO.	DATE	NO.	DATE

DATE
2022-09-06

DRAFTER
TPIL

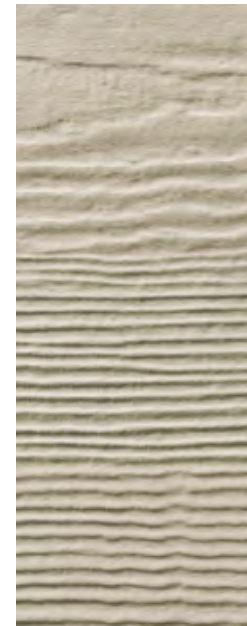
CHECKED
MMUC

PROJECT NO.
220040

SHEET
4 OF 6



APPENDIX C



Smart Siding

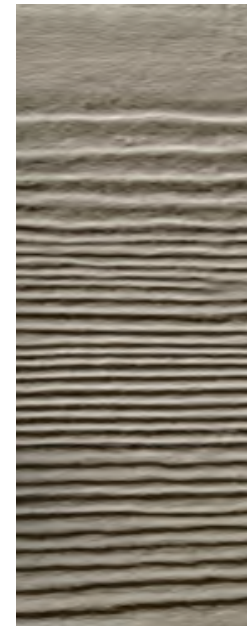


Cultured Stone



Dimensional Shingles





Smart Siding

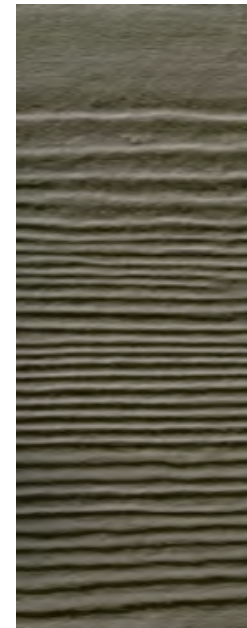


Cultured Stone



Dimensional Shingles





Smart Siding



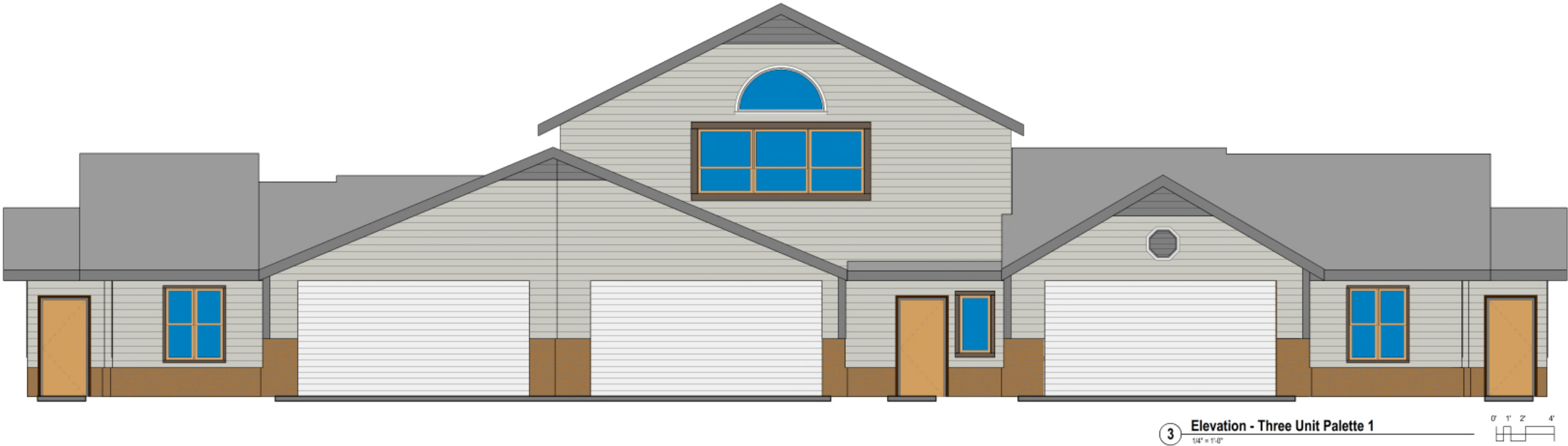
Cultured Stone



Dimensional Shingles



BARABOO HOUSING
MASTER PLAN



DATE OF ISSUE:	11/01/22
REVISIONS:	
PROJECT #	00000

EXTERIOR
ELEVATIONS

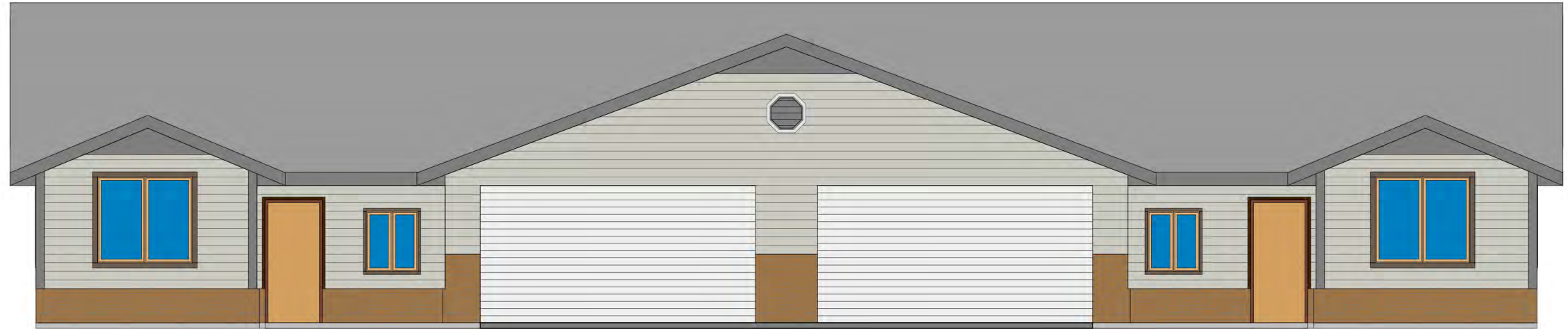
A2.1



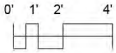
1 Elevation - Large Duplex
1/4" = 1'-0"



2 Elevation - Large Duplex Split Story
1/4" = 1'-0"



3 Elevation - Small Duplex
1/4" = 1'-0"



BARABOO HOUSING
MASTER PLAN

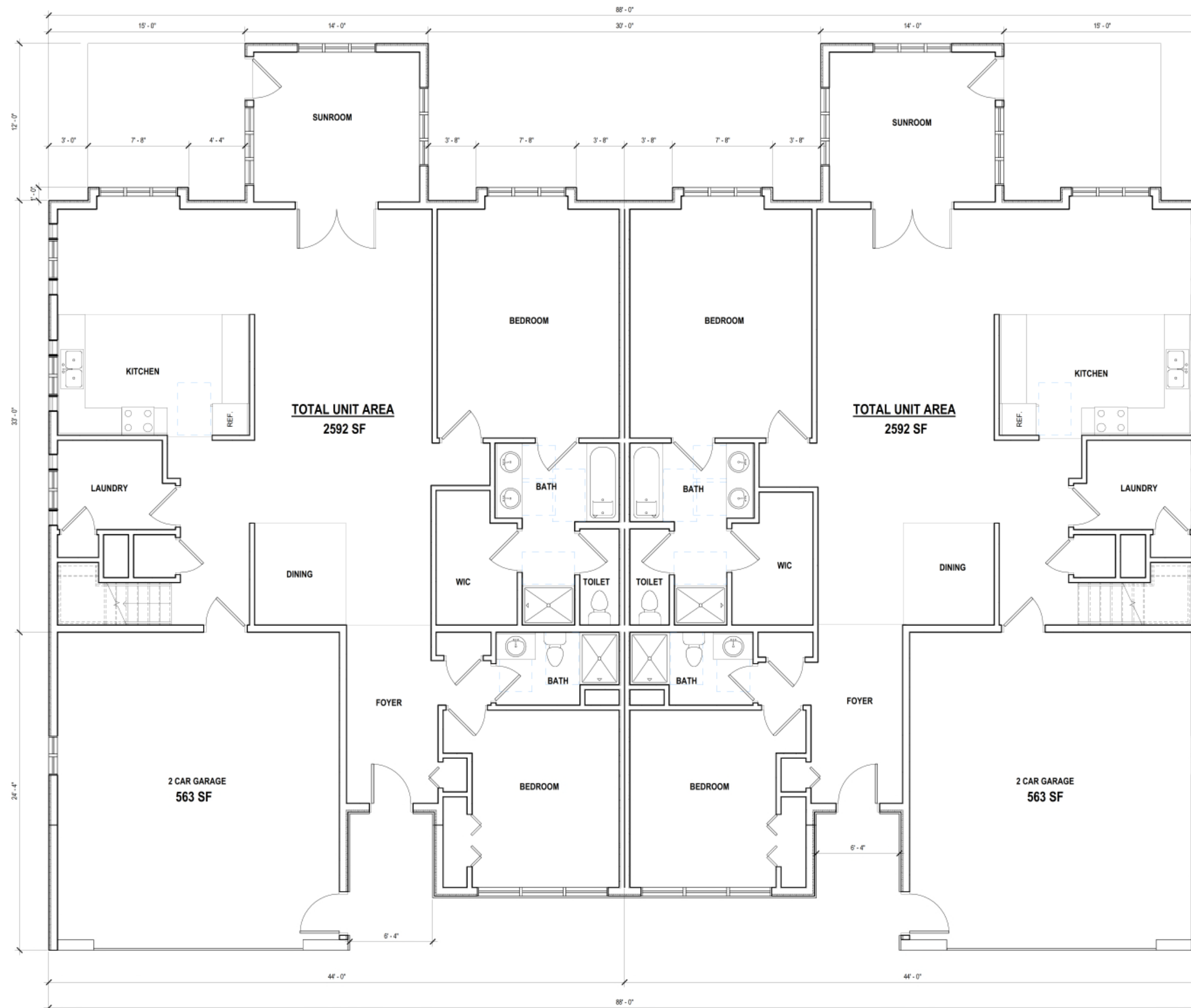
DATE OF ISSUE: 11/01/22

REVISIONS:

PROJECT # 00000

EXTERIOR
ELEVATIONS

A2.2

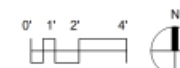


BARABOO HOUSING
MASTER PLAN

DATE OF ISSUE:	10/21/22
REVISIONS:	
PROJECT #	00000
LARGE DUPLEX	

1 FIRST FLOOR PLAN

1/4" = 1'-0"



**BARABOO HOUSING
MASTER PLAN**

DATE OF ISSUE: 10/21/22

REVISIONS:

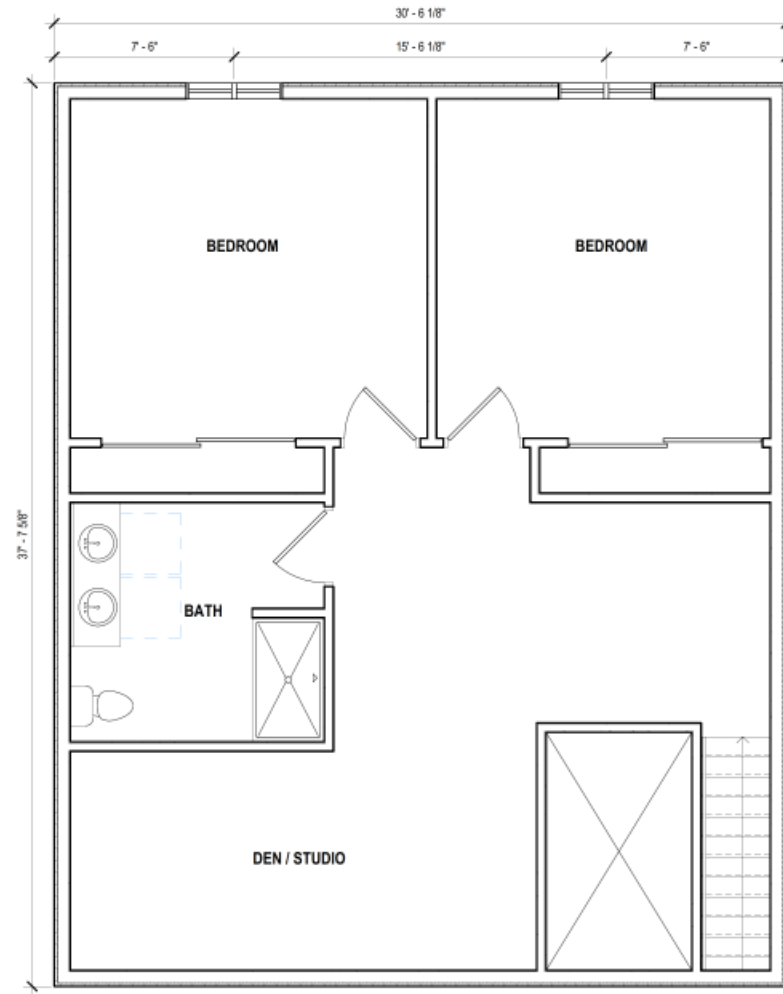
PROJECT # 00000

THREE UNIT

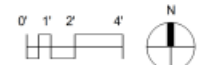
A1.3



1 FIRST FLOOR PLAN
1/4" = 1'-0"



1 SECOND FLOOR PLAN
1/4" = 1'-0"



BARABOO HOUSING
MASTER PLAN

DATE OF ISSUE:	10/21/22
REVISIONS:	
PROJECT #	00000

THREE UNIT -
SECOND FLOOR

A1.4

BARABOO HOUSING
MASTER PLAN

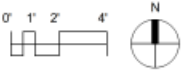
DATE OF ISSUE:	10/21/22
REVISIONS:	
PROJECT #	00000

THREE UNIT
TOWNHOME

A1.5






1 FIRST FLOOR PLAN
1/4" = 1'-0"



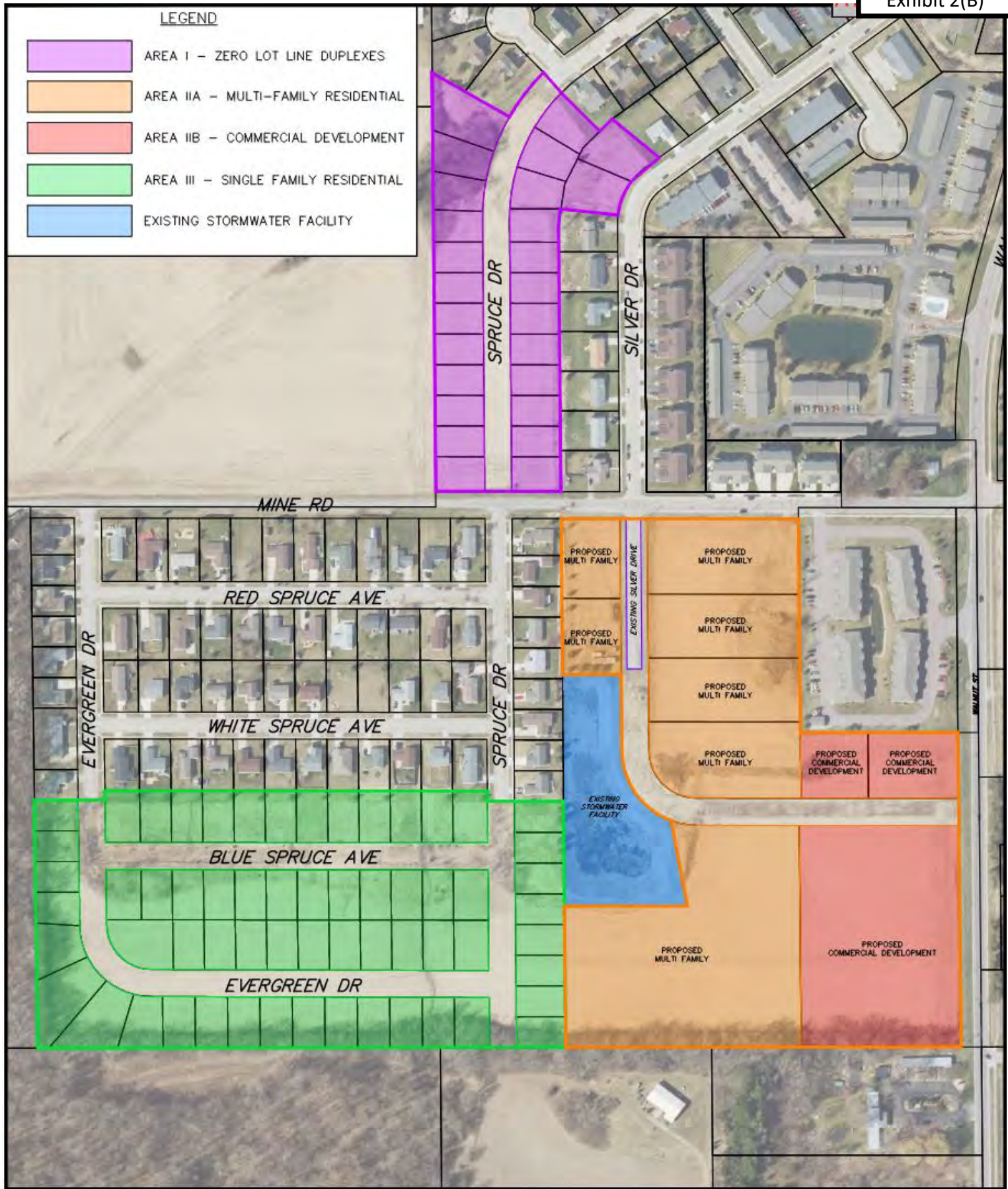
APPENDIX D

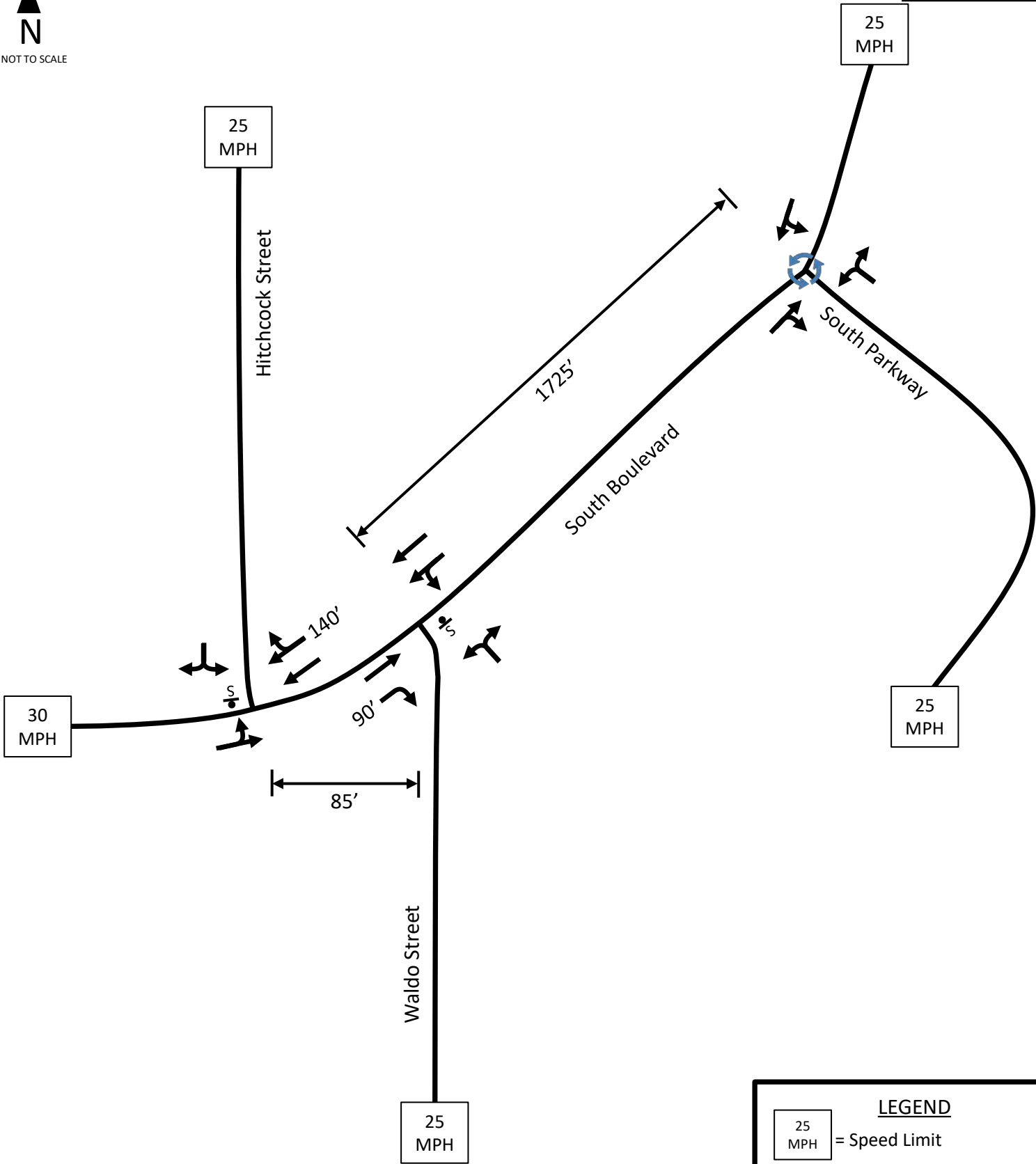


LEGEND

-  = Proposed Development - Area A
-  = Proposed Development - Area B
-  = Study Intersection



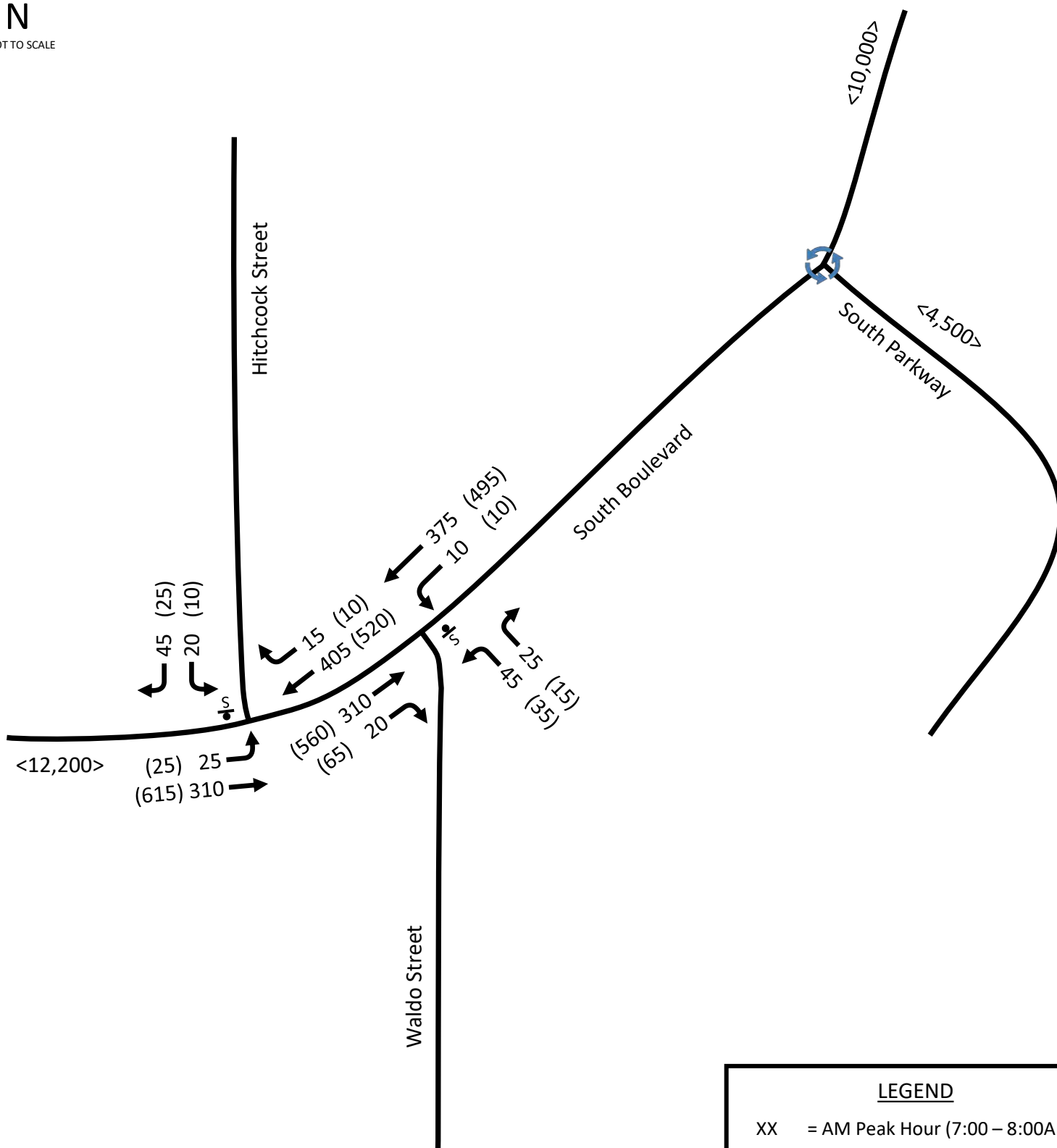




Note: Lane assignments are based on observed operating conditions.

LEGEND

- = Speed Limit
- = Available Storage Length
- = Stop Sign
- = Roundabout





LEGEND

XX = AM Peak Hour (7:00 – 8:00AM)

(XX) = PM Peak Hour (3:45 – 4:45PM)

<X,XXX> = Average Annual Daily Traffic

 = Stop Sign

 = Roundabout

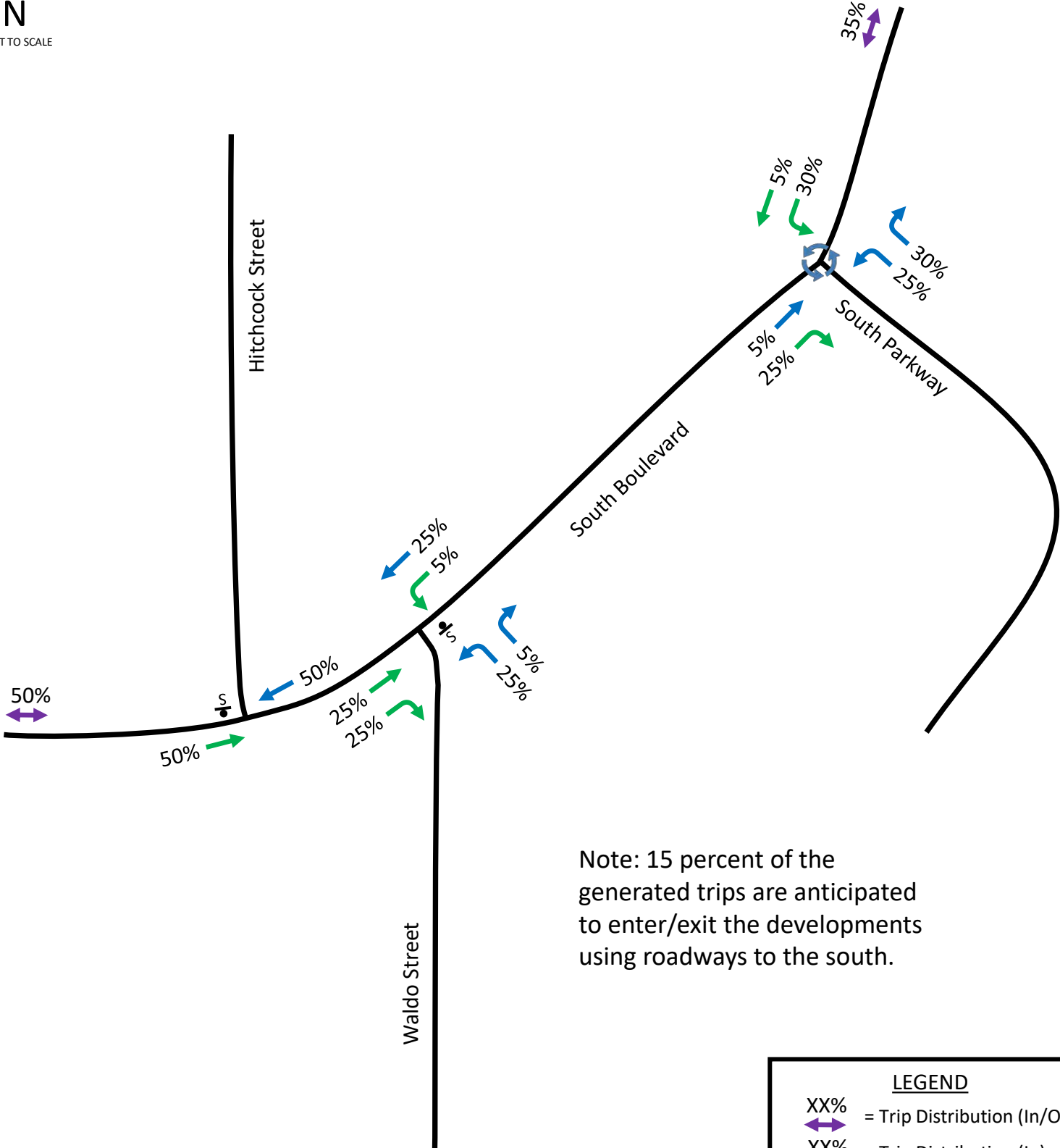
Level of Service by Movement - Existing Traffic Volumes

Intersection	Peak	Movement												Intersection	
		Eastbound			Westbound			Northbound			Southbound				
		L	T	R	L	T	R	L	T	R	L	T	R		
South Boulevard & Hitchcock Street	AM	A	A			A	A					C		C	-
	PM	A	A			A	A					C		C	-
South Boulevard & Waldo Street	AM		A	A	A	A			B		B				-
	PM		A	A	A	A			C		C				-

Baraboo Developments Traffic Evaluation

Development Area	ITE Land Use	ITE Land Use Code	Size	Weekday Daily Trips (rate)	AM Peak			PM Peak		
					In (%)	Out (%)	Total (rate)	In (%)	Out (%)	Total (rate)
Area A	Senior Adult Housing - Single-Family	251	85 Dwelling Units	515 (6.06)*	10 (33%)	25 (67%)	35 (0.41)*	25 (61%)	15 (39%)	40 (0.47)*
	Manufacturing	140	36.5 1000 Sq. Ft. GFA	340 (9.32)*	25 (76%)	5 (24%)	30 (0.82)*	5 (31%)	10 (69%)	15 (0.41)*
Area B	Specialty Trade Contractor	180	10.7 1000 Sq. Ft. GFA	105 (9.82)	15 (74%)	5 (26%)	20 (1.66)	5 (32%)	15 (68%)	20 (1.93)
	Single-Family Detached Housing	210	61 Dwelling Units	640 (10.49)*	15 (26%)	35 (74%)	50 (0.82)*	40 (63%)	20 (37%)	60 (0.98)*
	Single-Family Attached Housing	215	26 Dwelling Units	150 (5.77)*	5 (31%)	5 (69%)	10 (0.38)*	5 (57%)	5 (43%)	10 (0.38)*
	Multifamily Housing (Low-Rise)	220	104 Dwelling Units	740 (7.12)*	15 (24%)	40 (76%)	55 (0.53)*	40 (63%)	25 (37%)	65 (0.63)*
New Trips				2,490	85	115	200	120	90	210

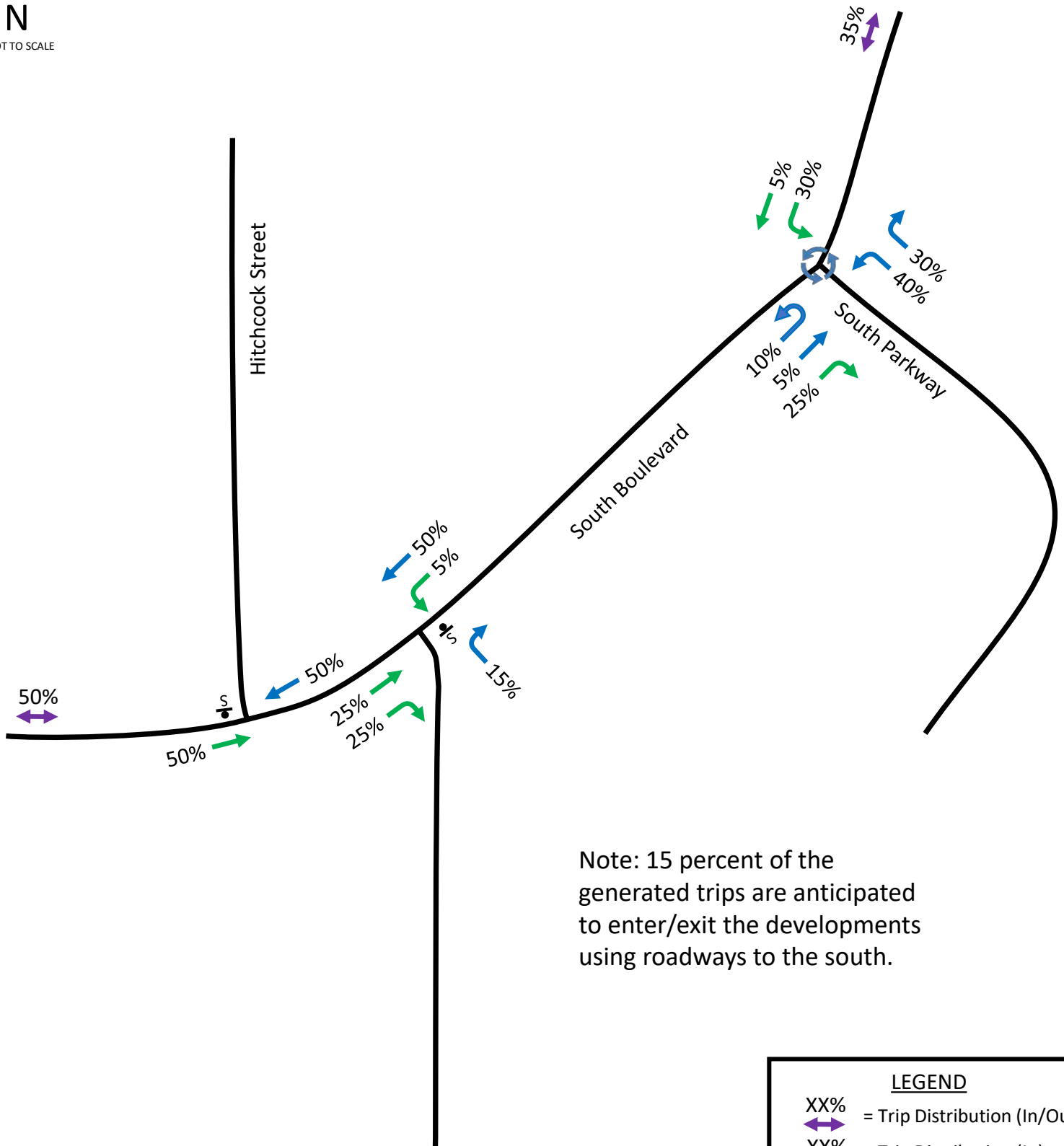
* Fitted curve equation used. Effective rate shown.



Note: 15 percent of the generated trips are anticipated to enter/exit the developments using roadways to the south.

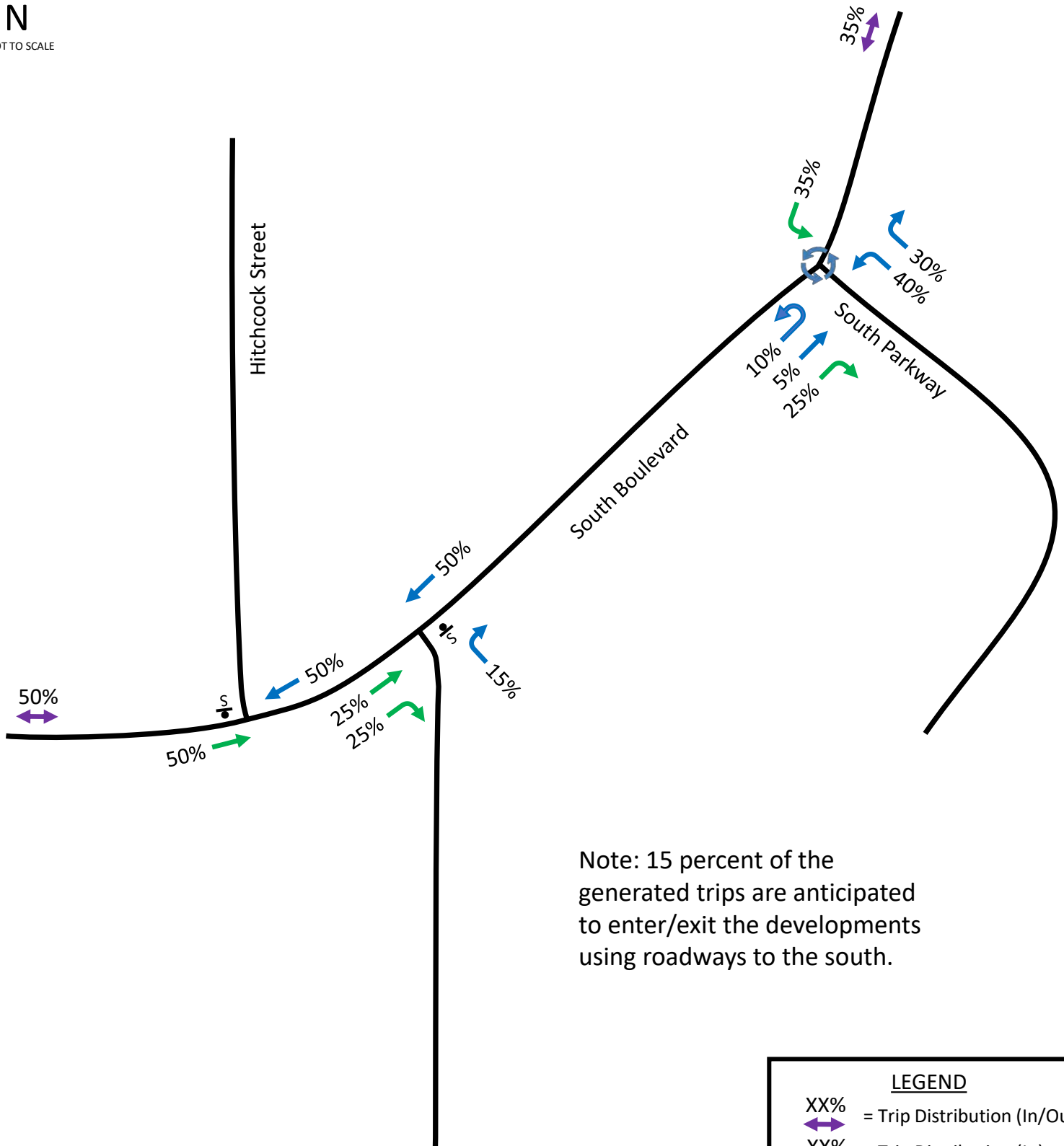
LEGEND

- XX% = Trip Distribution (In/Out)
- XX% = Trip Distribution (In)
- XX% = Trip Distribution (Out)
- ⊙ = Stop Sign
- ⦿ = Roundabout



LEGEND

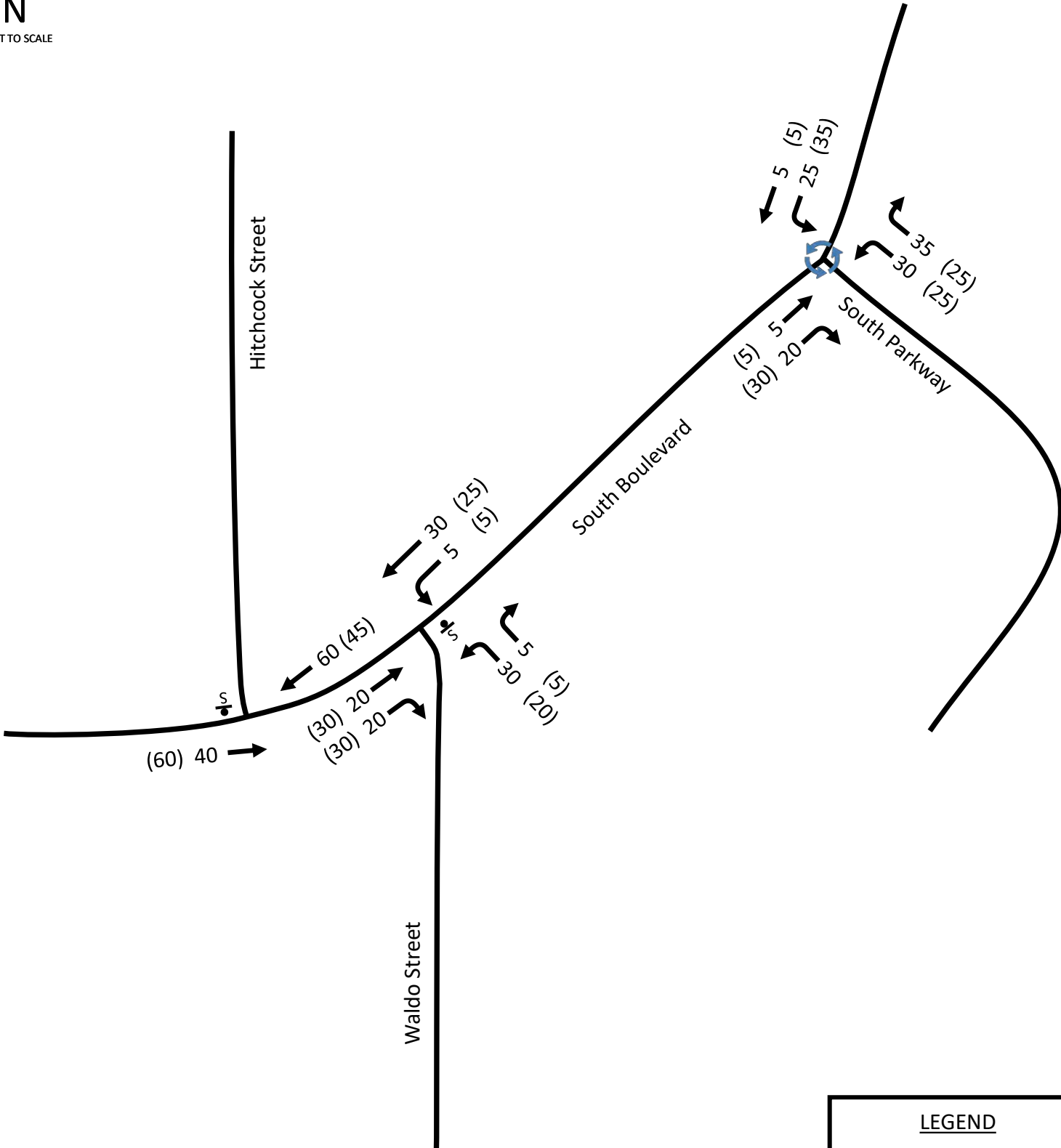
- XX% = Trip Distribution (In/Out)
- XX% = Trip Distribution (In)
- XX% = Trip Distribution (Out)
- ⊙ = Stop Sign
- ⦿ = Roundabout



Note: 15 percent of the generated trips are anticipated to enter/exit the developments using roadways to the south.

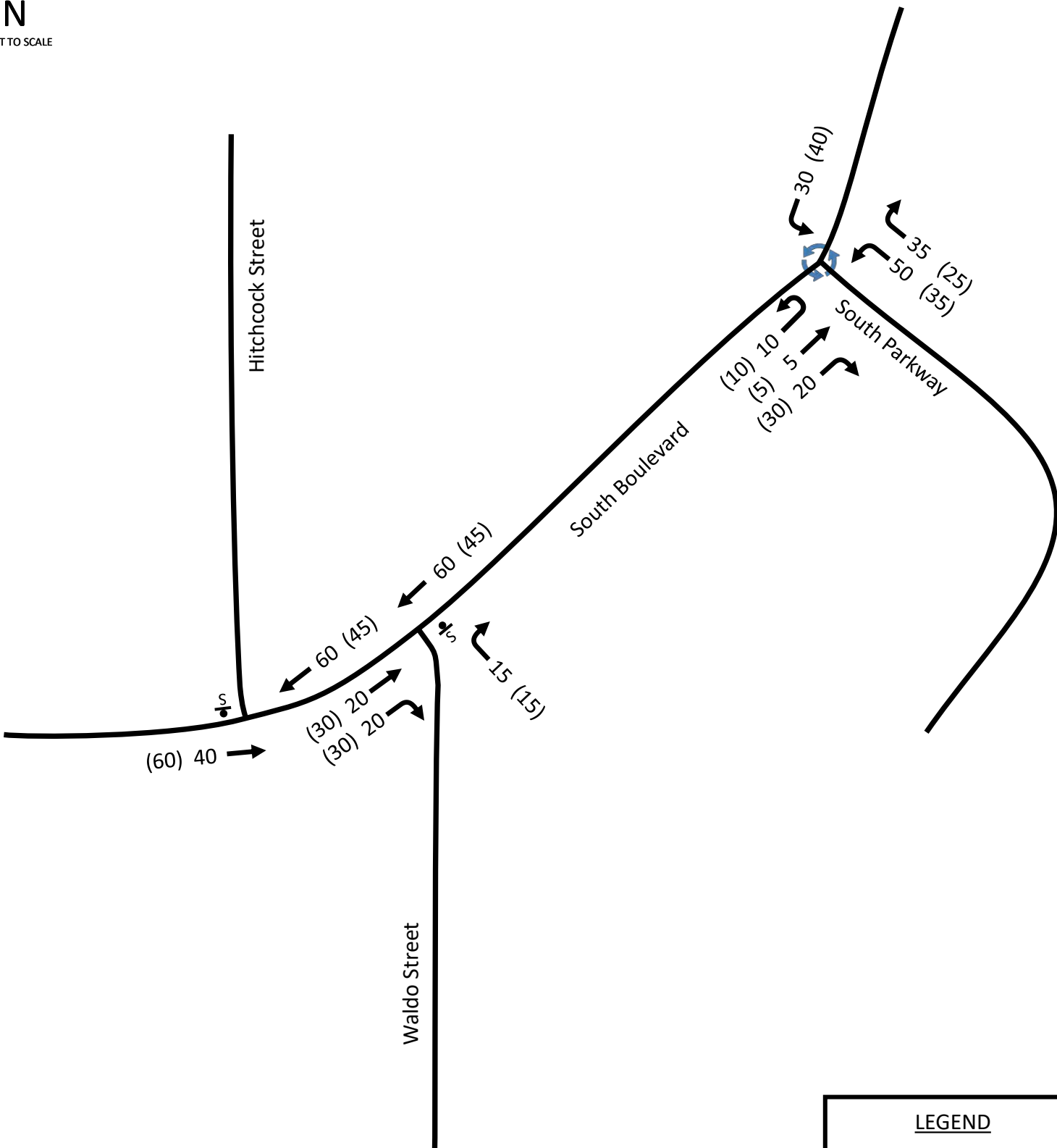
LEGEND

- XX% = Trip Distribution (In/Out)
- XX% = Trip Distribution (In)
- XX% = Trip Distribution (Out)
- ⊙ = Stop Sign
- ⦿ = Roundabout



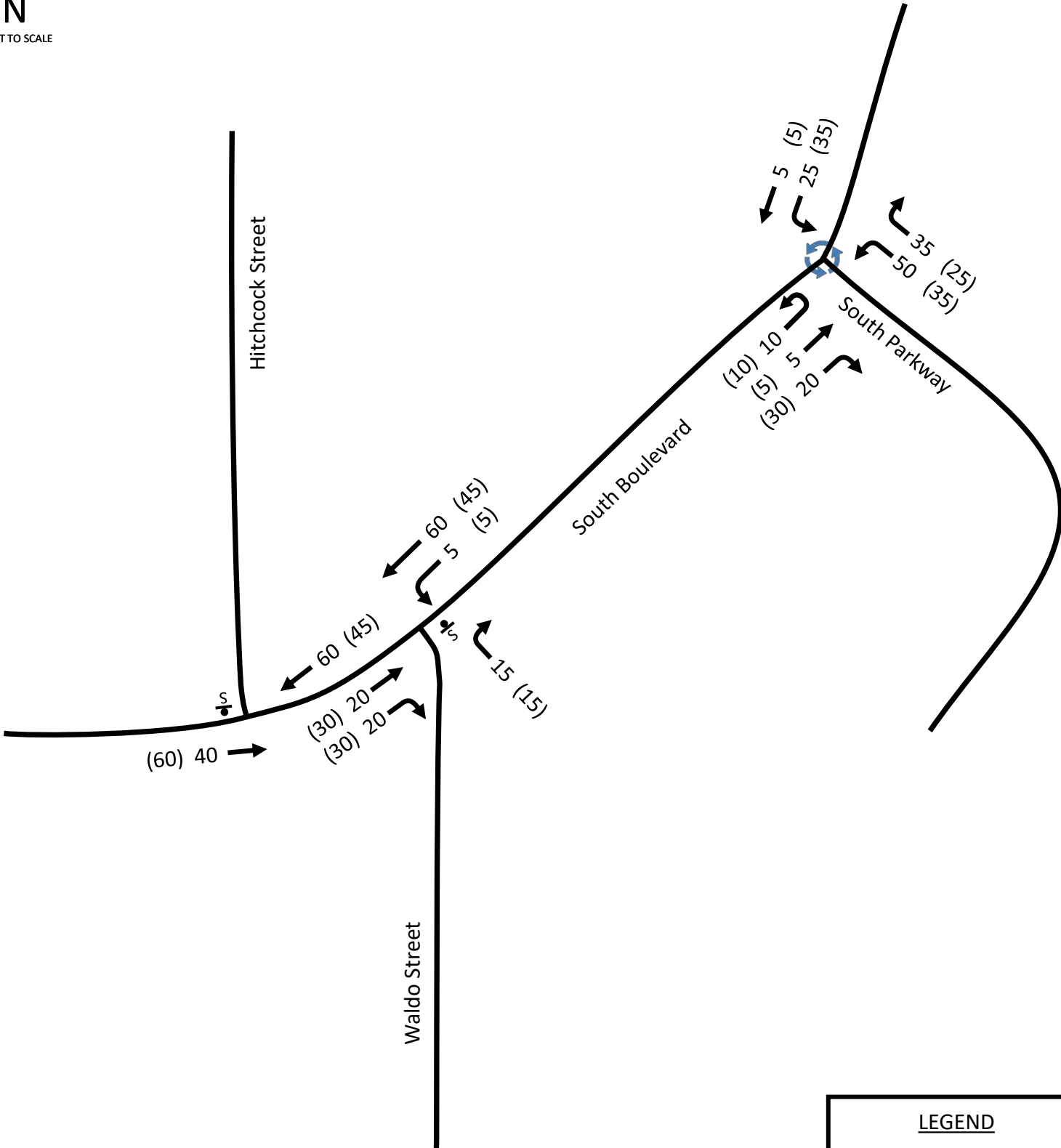
LEGEND

- XX = AM Peak Hour
- (XX) = PM Peak Hour
- ⊠ = Stop Sign
- ⦿ = Roundabout



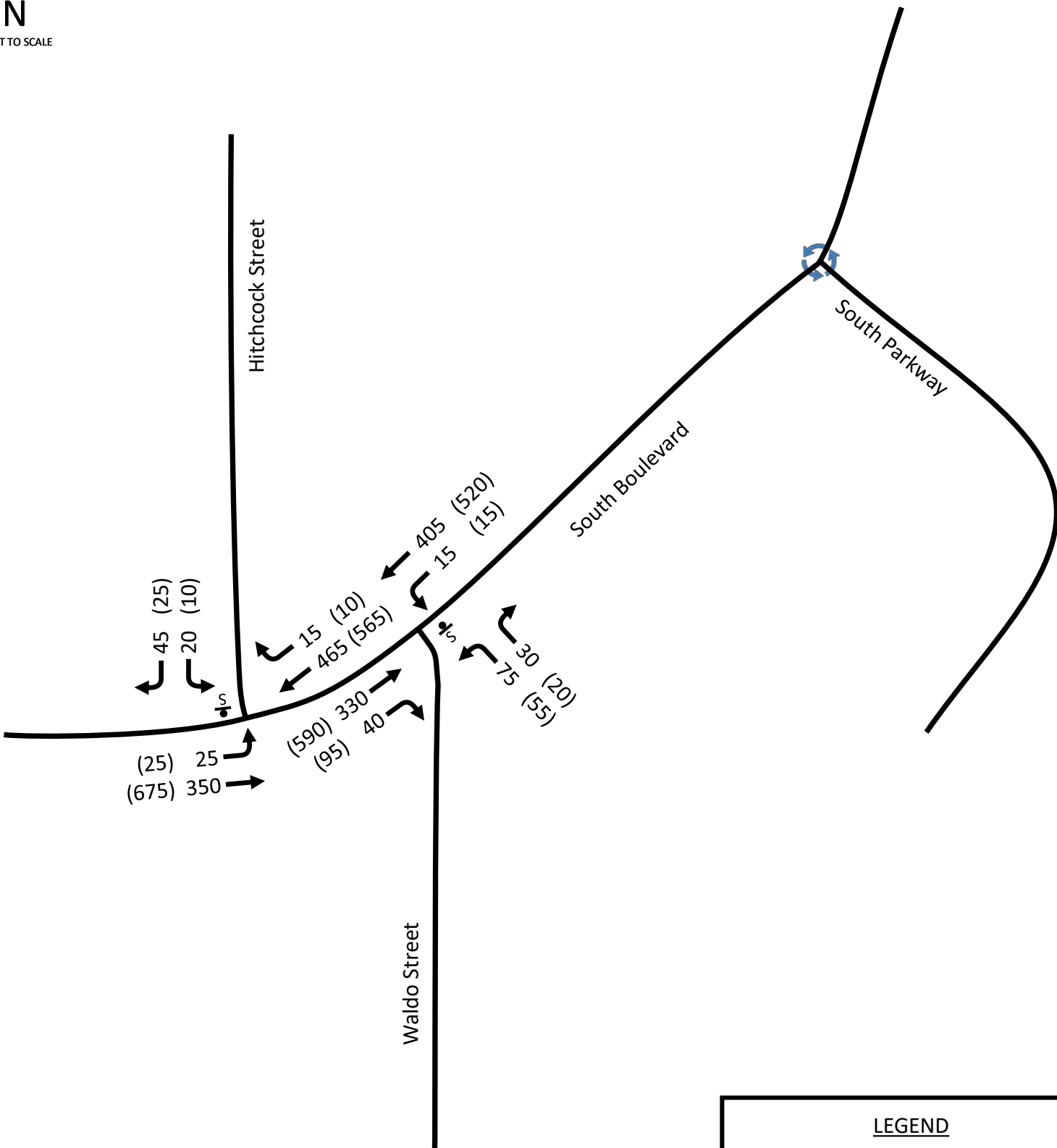
LEGEND

- XX = AM Peak Hour
- (XX) = PM Peak Hour
- Stop Sign Icon = Stop Sign
- Roundabout Icon = Roundabout



LEGEND


- XX = AM Peak Hour
- (XX) = PM Peak Hour
- Stop Sign = Stop Sign
- Roundabout = Roundabout




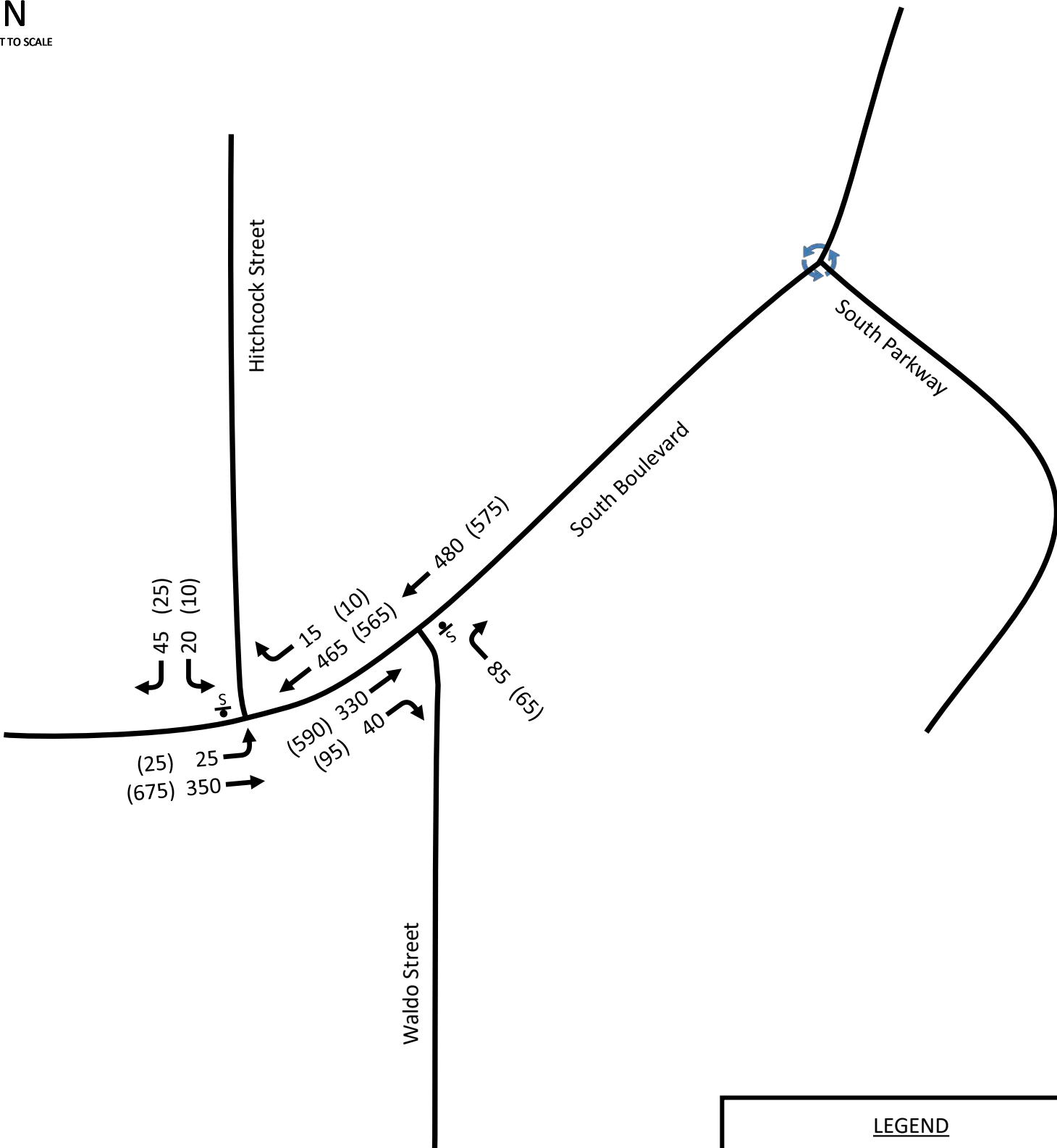
LEGEND

XX = AM Peak Hour (7:00 – 8:00AM)

(XX) = PM Peak Hour (3:45 – 4:45PM)

 = Stop Sign


 = Roundabout




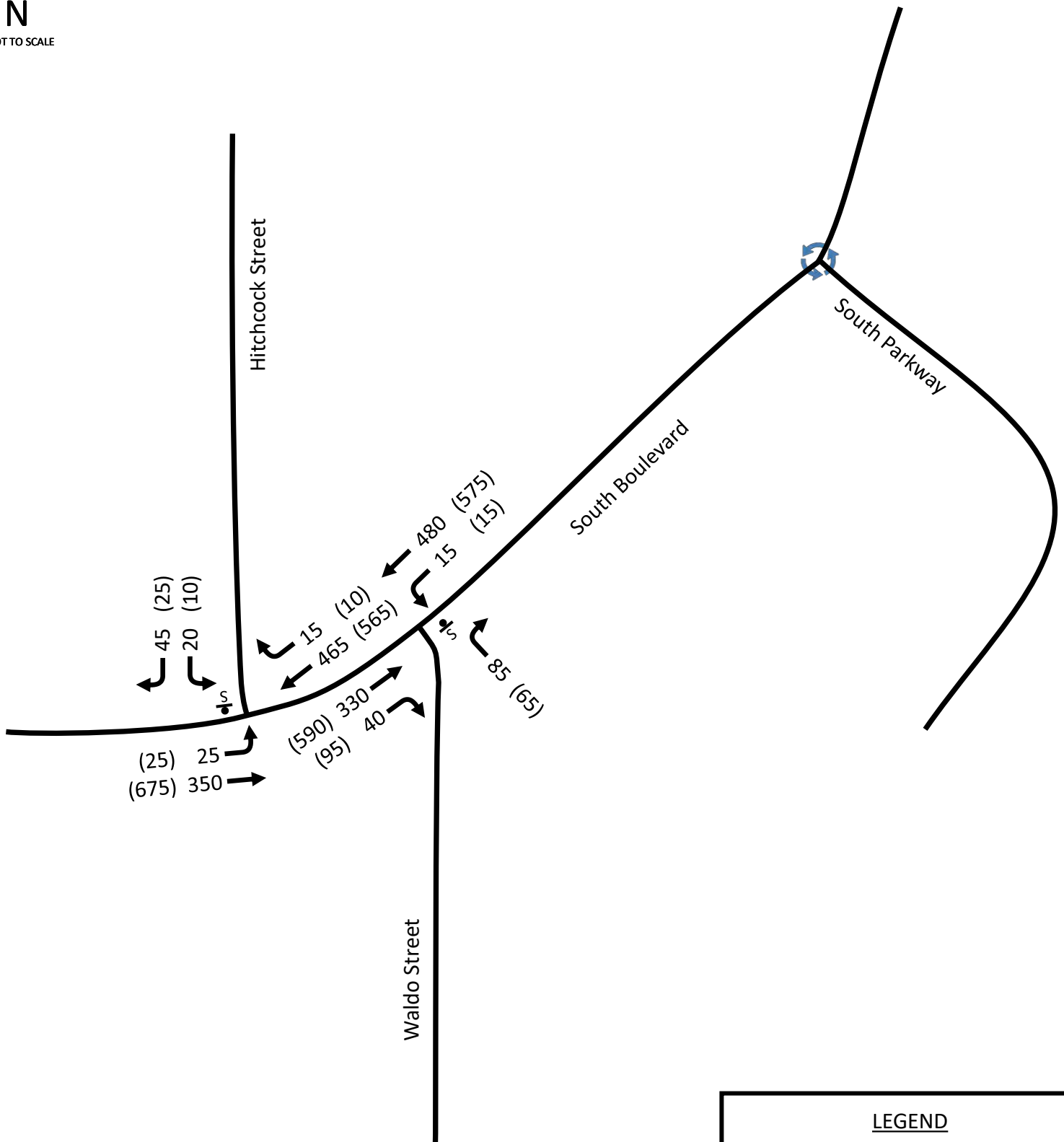
LEGEND

XX = AM Peak Hour (7:00 – 8:00AM)



(XX) = PM Peak Hour (3:45 – 4:45PM)

 = Stop Sign

 = Roundabout



LEGEND

- XX = AM Peak Hour (7:00 – 8:00AM)
- (XX) = PM Peak Hour (3:45 - 4:45PM)
-  = Stop Sign
-  = Roundabout

Level of Service by Movement - Build Traffic Volumes - Full Buildout

Intersection	Peak	Movement												Intersection	
		Eastbound			Westbound			Northbound			Southbound				
		L	T	R	L	T	R	L	T	R	L	T	R		
South Boulevard & Hitchcock Street	AM	A	A			A	A					C		C	-
	PM	A	A			A	A					C		C	-
South Boulevard & Waldo Street	AM		A	A	A	A			C		C				-
	PM		A	A	A	A			C		C				-

Level of Service by Movement - Build Traffic Volumes - Waldo Street Right-in/Right-out

Intersection	Peak	Movement												Intersection	
		Eastbound			Westbound			Northbound			Southbound				
		L	T	R	L	T	R	L	T	R	L	T	R		
South Boulevard & Hitchcock Street	AM	A	A			A	A					C		C	-
	PM	A	A			A	A					C		C	-
South Boulevard & Waldo Street	AM		A	A		A					B				-
	PM		A	A		A					B				-

Level of Service by Movement - Build Traffic Volumes - Waldo Street Right-in/Right-out/Left-in

Intersection	Peak	Movement												Intersection	
		Eastbound			Westbound			Northbound			Southbound				
		L	T	R	L	T	R	L	T	R	L	T	R		
South Boulevard & Hitchcock Street	AM	A	A			A	A					C		C	-
	PM	A	A			A	A					C		C	-
South Boulevard & Waldo Street	AM		A	A	A	A					B				-
	PM		A	A	A	A					B				-

APPENDIX E

10 Nov 2022 - 1:22p R:\Dvorak, Maxwell\220040 - Waldo Street Residential Development\CADD\220040 - Condo Plat Phase 1.dwg by: mlon

BARABOO BLUFFS CONDOMINIUM PLAT, PHASE 1

LOT 1, CERTIFIED SURVEY MAP NUMBER 7231, RECORDED IN SAUK COUNTY REGISTER OF DEEDS AS DOCUMENT NUMBER 1243051, IN VOLUME 45 OF CERTIFIED SURVEY MAPS, ON PAGE 7231, LOCATED IN PART OF THE SW ¼ – SE ¼ AND PART OF THE SE ¼ – SW ¼, SECTION 2, TOWNSHIP 11 NORTH, RANGE 06 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

EXHIBIT A – SHEET 1 OF 6 – TITLE SHEET, CERTIFICATES AND NOTES

Surveyor’s Certificate

I, Marc A. Londo, Wisconsin Professional Land Surveyor No. 2696, hereby certify to Max Dvorak of KMD Development, LLC: That the attached Survey and Plat were prepared by me or under my direct supervision, that the attached Survey and Plat meet or exceed the minimum standards for land surveying in the State of Wisconsin as set forth in Administrative Code Chapter A–E7, that the attached Survey and Plat have been prepared in accordance with Wisconsin Statutes Section 703.11 pertaining to Condominiums, correctly representing the condominium described, that the indemnification and location of each unit and the common elements can be determined from this plat and that all information contained within the attached Survey and Plat is correct to the best of my information, knowledge and belief. This certification applies to all 7 sheets of this document.

Marc A. Londo Date
Vierbicher Associates
400 Viking Drive
Reedsburg, WI 53959
(608) 524–6468
vierbicher.com
mlon@vierbicher.com

Owner’s Certificate of Dedication

Max Dvorak, Owner of KMD Development, LLC, as owner, does hereby certify that he has caused the lands described on this condominium plat to be surveyed, mapped and dedicated as represented on this Condominium Plat.

By: KMD Development, LLC

Max Dvorak, Owner Date
KMD, Development, LLC
truemusicmax@gmail.com

Owner’s Notary Certificate

STATE OF WISCONSIN) COUNTY) ss
Personally came before me this _____ day of _____, 2022,

the above named Max Dvorak, to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____
Wisconsin
My commission expires _____

Sheet Index

1. Title Sheet, Sheet Index, Owner and Surveyor’s Certificates and Surveyor’s Notes and Legal Description.
2. Planimetric phase 1 area boundary lands and expansion area lands survey.
4. Typical small 2 unit condominium diagrammatic floor plan.
5. Typical large 2 unit condominium diagrammatic floor plan.
6. Typical 3 unit condominium diagrammatic floor plan.
7. Typical condominium second floor diagrammatic floor plan and setback dimension details.
8. Line, Curve and Unit Area Tables.

Surveyor’s Notes:

1. Building dimensions shown upon pages 3 through 6 of this Condominium Plat are supplied to the surveyor by the client or their agent.
2. Building areas are approximate and do not supersede unit boundaries set forth in the declaration. Unit areas are the calculated values of the Limited Common Element (L.C.E.) containing the individual buildings.
3. Unless noted, all areas outside of unit boundaries are common elements (C.E.).
4. Stoops, patios, decks and parking areas adjoining individual units are limited common elements (L.C.E.) to such unit, unless noted otherwise. Stairways and sidewalks adjoining individual units are limited common elements (L.C.E.) shared equally by units served.
5. A utility easement as shown on Sauk County Certifies Survey Map No. 7231, within the condominium phase 1 and expansion lands is reserved for the installation and maintenance of required utilities.
6. If shown, dimensions from property lines to the respective unit buildings and common element buildings are to proposed foundation exteriors per architectural site plans supplied to surveyor by the client or their agent.
7. Outlot 1 of Sauk County Certified Survey Map No. 7231 is dedicated to the public for stormwater detention.
8. Course information not found in line and curve tables is shown in the planimetric boundary survey.
9. At the time this Condominium Plat was drafted, buildings 1, 2, 3, 4, 5 and 6 were proposed, no construction had taken place.
10. Bearings are referentfed to the Wisconsin Coordinate Reference System, Sauk County. The south line of the Southwest Quarter of Section 2, T11N, R6E, bears N89°53’56.2”W.

Expansion Lands

Lot 1 of Sauk County Certified Survey Map No. 7231.

Phase 1

Part of Lot 1 of Sauk County Certified Survey Map No. 7231 recorded as Document No. 1243051 in Volume 45 of Certified Surveys, page 7231, all in the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 2, T11N, R6E, City of Baraboo, Sauk County, Wisconsin and bounded by a line described as follows:

Commencing at the found standard Harrison monument at South One–Quarter Corner of said Section 2;
Thence, N00°51’41”W, along the west line of the Southeast Quarter of said Section 2, T11N, R6E, 256.38 feet, to the Point of Beginning, (P.O.B.) of Phase 1 of Baraboo Bluffs Condominium;

Thence, N74°37’15”W, 76.27 feet (L1);
Thence, N89°00’17”W, 265.53 feet (L2);
Thence, S87°40’51”W, 132.66 feet (L3)
Thence, S84°01’38”W, 158.45 feet (L4), to the east right–of–way line of Waldo Street;
Thence, N00°18’48”W, along the said east right–of–way line of Waldo Street, 137.83 feet, (L5 + 95.84), to a found ¾” diameter iron rod at the northwest corner of Lot 4 of Sauk County Certified Survey Map No. 2184;
Thence, N00°18’29”W, continuing along the said east right–of–way line of Waldo Street, 24.01 feet (L6), to its intersection with the north line of a private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231;
Thence, N89°15’31”E, along the said north line of a private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 40.43 feet (L7), to the beginning of a curve to the left;
Thence, 77.38 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 being a curve to the left having a radius of 717.00 feet, an included angle of 06°11’00”, (a chord of 77.34 feet which bears N86°10’01”E)(C1), to the end of said curve;
Thence, N83°04’31”E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 and its easterly extension, 15.81 feet (L8), to the beginning of a curve to the right;
Thence, 139.72 feet, along said curve to the right, being the southwesterly extension of the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 and the north line thereof, having a radius of 1883.00 feet, an included angle of 04°15’05”, (a chord of 139.69 feet which bears N85°12’03”E)(C2), to the end of said curve;
Thence, N02°40’24”W, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321, 12.78 feet (L9);
Thence, N35°44’20”E, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321, 10.00 feet (L10);
Thence, S54°15’40”E, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321, 33.64 feet (L11) to the beginning of a non–tangent curve, concave to the southwest;
Thence, 221.47 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 being a non–tangent curve concave to the southwest, having a radius of 1883.00 feet, an included angle of 06°44’20”, (a chord of 221.34 feet which bears S88°18’46”E)(C3), to the end of said curve;
Thence, S84°56’36”E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321, 44.35 feet (L12), to the beginning of a curve to the left;
Thence, 30.34 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 being a curve to the left having a radius of 367.00 feet, an included angle of 04°44’11”, (a chord of 30.33 feet which bears S87°18’42”E)(C4), to the end of said curve;
Thence, S89°40’47”E, continuing along said north line of private street, (Louis Lane) and Utility Easement and the south line of Outlot 1 shown on said Sauk County Certified Survey Map No. 7321, 359.01 feet (L13), to a found 1 ¼” diameter iron rod at the southeast corner thereof and the southwest corner of Lot 15 of Park Ridge;
Thence, N86°00’16”E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 and the south line of said of Lot 15 of Park Ridge, 190.35 feet (L14) to a found ¾” diameter iron rod at the southeast corner thereof and the west right–of–way line of Parkside Avenue;
Thence, S00°11’41”E, along the said west right–of–way line of Parkside Avenue, 66.16 feet (L15), to a found ¾” diameter iron rod at the south line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 and northeast corner of Lot 76 of Parkside Subdivision;
Thence, S86°00’16”W, along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321 and the north line of said Lot 76 of Parkside Subdivision, 190.03 feet (L16), to a found ¾” diameter iron rod at the southwest corner thereof;
Thence, S89°39’29”W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 11.37 feet (L17);
Thence, S00°20’31”W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 5.90 feet (L18);

Thence, N89°39’29”W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 10.00 feet(L19);
Thence, N76°39’16”W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 26.21 feet (L20);
Thence, N89°39’29”W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321 and its westerly extension, 121.78 feet (L21), to its intersection with the west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7321;
Thence, S00°29’18”E, along the said west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 96.75 feet (L22);
Thence, N82°54’33”W, continuing along the said west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 26.55 feet (L23);
Thence, S84°35’18”W, 136.67 feet (L24), returning to the point of beginning.

Baraboo Bluffs Condominium Phase 1 contains 3.48 Ac., 151,648 Sq. Ft., and is subject to all other easements and rights of way of record.

SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 1 1/4" Ø IRON ROD
- FOUND 3/4" Ø IRON ROD
- ◎ FOUND 1" Ø IRON PIPE

CERTIFICATE OF REGISTER OF DEEDS

Received for recording this ____ day of _____, 2022, at ____ o’clock ____M. and recorded in Volume _____ of Condominium Plats on Pages _____, as Document Number _____.

Brent Bailey,
Sauk County Register of Deeds

SURVEYED FOR:

Mr. Maxwell Dvorak
E9290 Hogsback Road
Baraboo, WI 53913
(608) 345–1905
truemusicmax@gmail.com

Drafted by: mlon
Checked by: sdls
Date: 11–10–2022
Rev: Sheet 1 of 7

CITY OF BARABOO APPROVAL CERTIFICATE

There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this ____ day of _____, 2022

City of Baraboo Planning and Commission

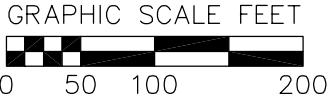
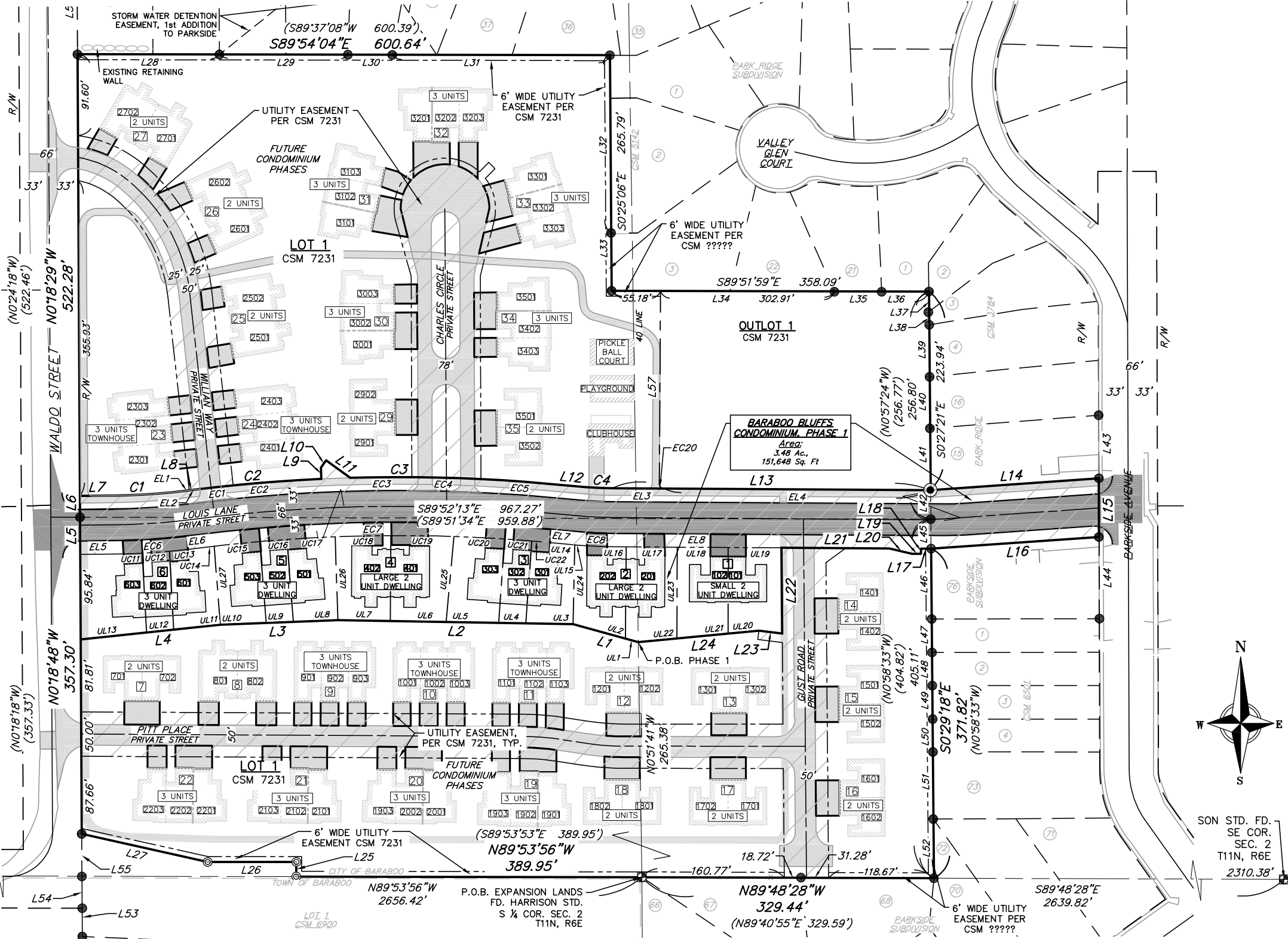
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REEDSBURG • MADISON • PRAIRIE DU CHIEN
999 Foutler Drive, Suite 201 Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

10 Nov 2022 - 1:46p R:\Dvorak, Maxwell\220040 - Waldo Street Residential Development\CADD\220040 - Condo Plat Phase 1.dwg by: mlon

BARABOO BLUFFS CONDOMINIUM PLAT, PHASE 1
LOT 1, CERTIFIED SURVEY MAP NUMBER 7231, RECORDED IN SAUK COUNTY REGISTER OF DEEDS AS DOCUMENT
NUMBER 1243051, IN VOLUME 45 OF CERTIFIED SURVEY MAPS, ON PAGE 7231, LOCATED IN PART OF THE
SW ¼ - SE ¼ AND PART OF THE SE ¼ - SW ¼, SECTION 2, TOWNSHIP 11 NORTH, RANGE 06 EAST,
CITY OF BARABOO, SAUK COUNTY, WISCONSIN.



BEARINGS ARE REFERENCED TO THE
WISCONSIN COUNTY COORDINATE REFERENCE
SYSTEM, THE SOUTH LINE OF THE SW ¼ OF
SECTION 2, T11N, R6E N89°53'56"W.

SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
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- FOUND 3/4" Ø IRON ROD
- FOUND 1" Ø IRON PIPE

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Drafted by: mlon
Checked by: sdis
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Rev:
Sheet 2 of 7

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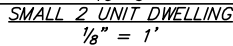
City of Baraboo Planning and Commission

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999 Fourier Drive, Suite 201, Madison, Wisconsin 53717
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BARABOO BLUFFS CONDOMINIUM PLAT, PHASE 1





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NUMBER 1243051, IN VOLUME 45 OF CERTIFIED SURVEY MAPS, ON PAGE 7231, LOCATED IN PART OF THE
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CITY OF BARABOO, SAUK COUNTY, WISCONSIN.



GRAPHIC SCALE FEET

A horizontal graphic scale bar with a black and white checkerboard pattern. The bar is divided into four equal segments, each representing 4 feet. The segments are labeled 0, 4, 8, and 16 at the bottom. The first segment (0-4 feet) is divided into four smaller squares, each 1 foot wide. The second segment (4-8 feet) is divided into two smaller squares, each 2 feet wide. The third segment (8-12 feet) is divided into two smaller squares, each 2 feet wide. The fourth segment (12-16 feet) is divided into two smaller squares, each 2 feet wide.

SURVEY LEGEND

-  PUBLIC LAND CORNER AS NOTED
 FOUND 1 1/4" \varnothing IRON ROD
 FOUND 3/4" \varnothing IRON ROD
 FOUND 1" \varnothing IRON PIPE

CERTIFICATE OF REGISTER OF DEEDS

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Drafted by: mlon
Checked by: sdis
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Rev:
Sheet 3 of 7

CITY OF BARABOO APPROVAL CERTIFICATE

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City of Baraboo Planning and Commission

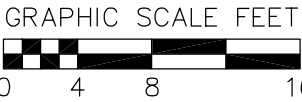
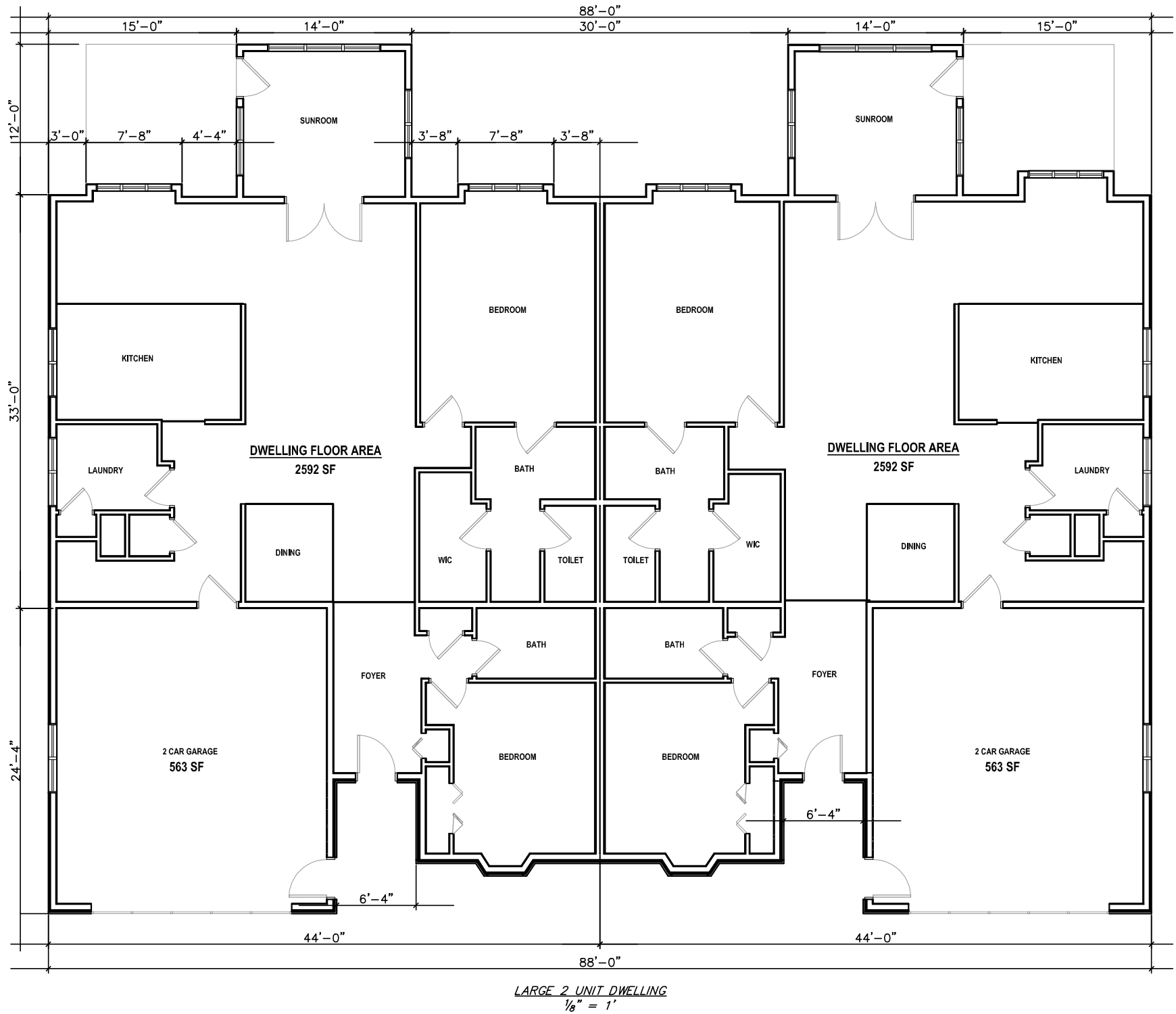
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10 Nov 2022 - 1:26p R:\Dvorak, Maxwell\220040 - Waldo Street Residential Development\CADD\220040 - Condo Plat Phase 1.dwg by: mlon

BARABOO BLUFFS CONDOMINIUM PLAT, PHASE 1
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Drafted by: mlon
Checked by: sdis
Date: 11-10-2022
Rev: Sheet 4 of 7

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City of Baraboo Planning and Commission

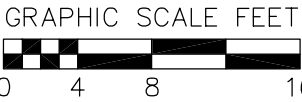
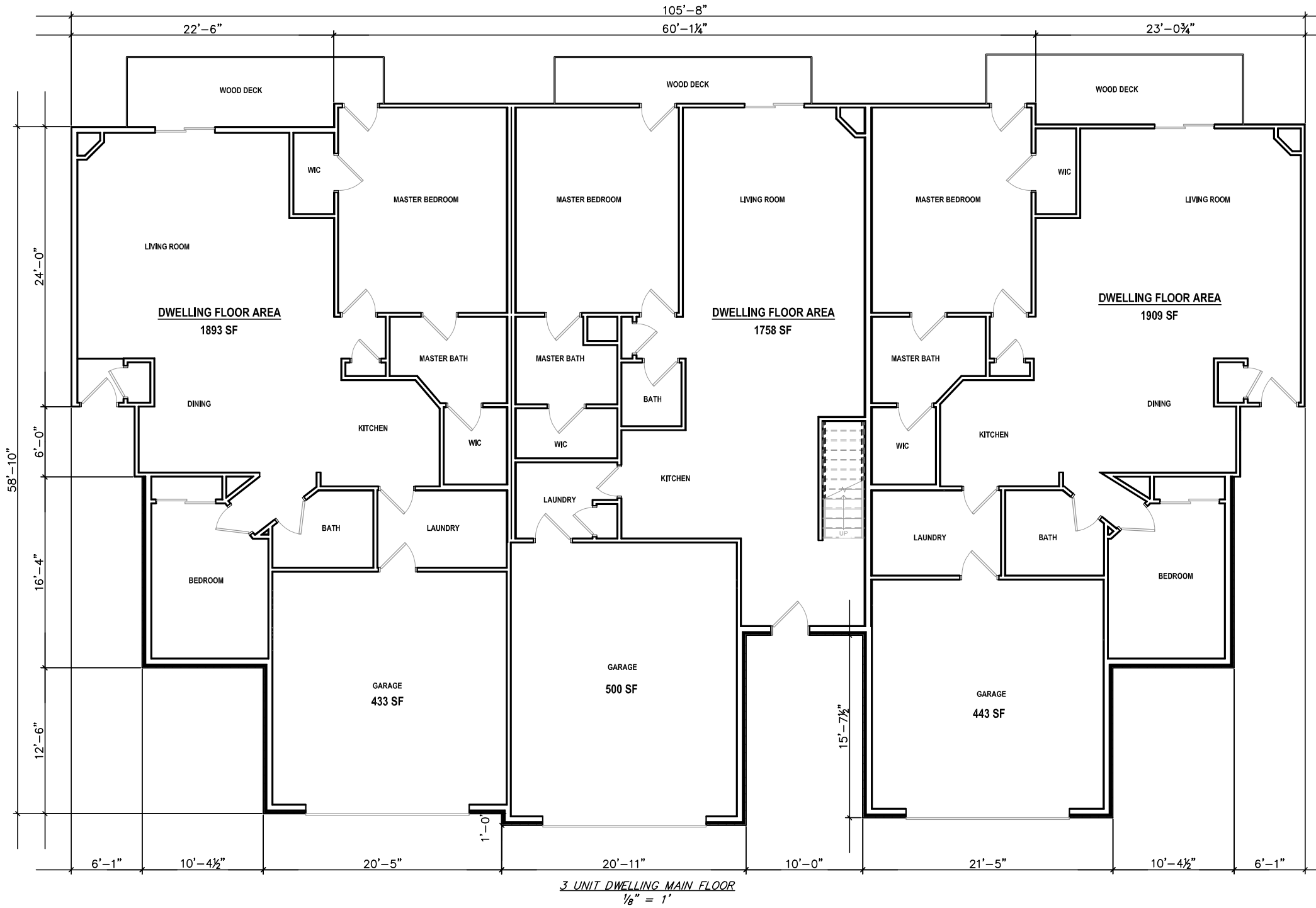
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R:\Dvorak, Maxwell\220040 - Waldo Street Residential Development\CADD\220040 - Condo Plat Phase 1.dwg by: mlon 10 Nov 2022 - 1:26p

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Drafted by: mlon
Checked by: sdis
Date: 11-10-2022
Rev: Sheet 5 of 7

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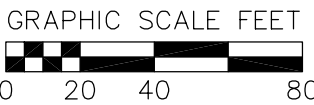
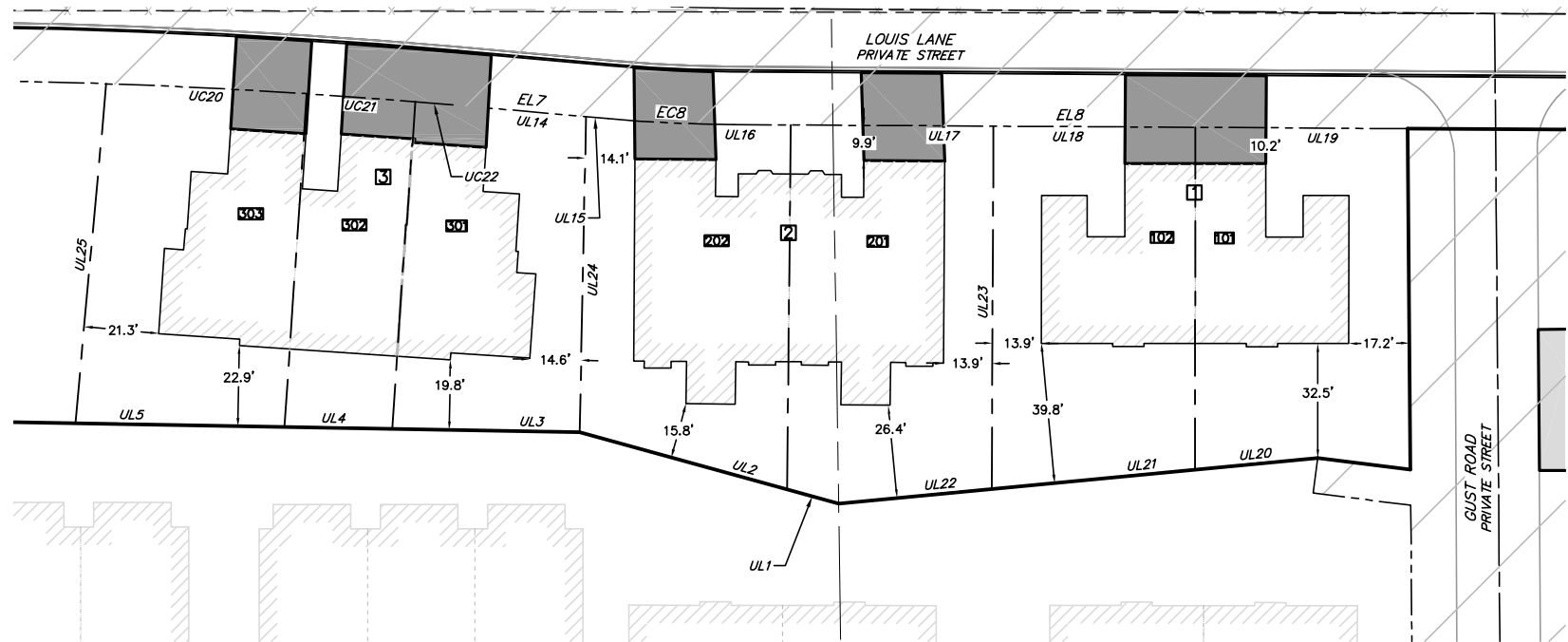
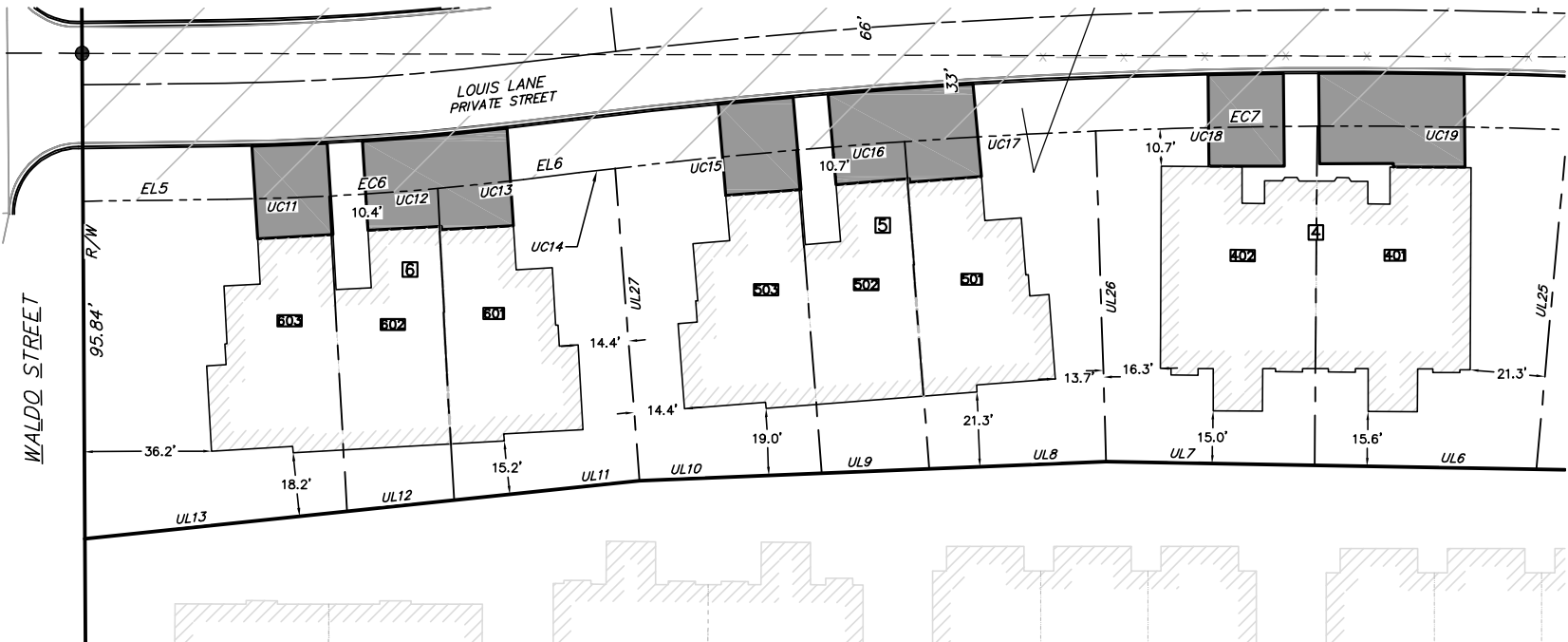
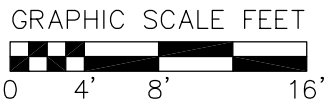
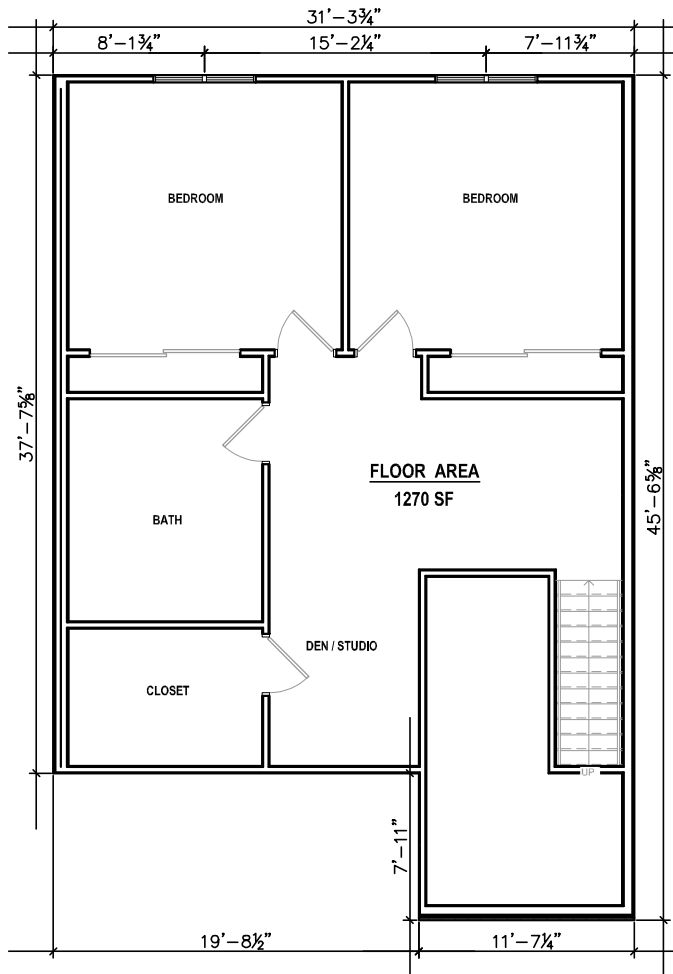
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10 Nov 2022 - 1:47p R:\Dvorak, Maxwell\220040 - Waldo Street Residential Development\CADD\220040 - Condo Plat Phase 1.dwg by: mlon

BARABOO BLUFFS CONDOMINIUM PLAT, PHASE 1
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Drafted by: mlon
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Date: 11-10-2022
Rev:
Sheet 6 of 7

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Dated this ___ day of _____, 2022

City of Baraboo Planning and Commission

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BARABOO BLUFFS CONDOMINIUM PLAT, PHASE 1
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CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

Condominium Line Table		
Line #	Direction	Length
L1	N74°37'15"W	76.27'
L2	N89°00'17"W	265.53'
L3	S87°40'51"W	132.66'
L4	S84°01'38"W	158.45'
L5	N0°18'48"W	41.99'
L6	N0°18'29"W	24.01'
L7	N89°15'31"E	40.43'
L8	N83°04'31"E	15.81'
L9	N2°40'24"W	12.78'
L10	N35°44'20"E	10.00'
L11	S54°15'40"E	33.64'
L12	S84°56'36"E	44.35'
L13	S89°40'47"E	359.01'
L14	N86°00'16"E	190.35'
L15	S0°11'41"E	66.16'
L16	S86°00'16"W	190.03'
L17	N89°39'29"W	11.37'
L18	S0°20'31"W	5.90'
L19	N89°39'29"W	10.00'
L20	N76°39'16"W	26.21'
L21	N89°39'29"W	121.78'
L22	S0°29'18"E	96.75'
L23	N82°54'33"W	26.55'
L24	S84°35'18"W	136.67'
L25	N0°16'49"E	16.55'
L26	S89°58'27"W	100.08'
L27	N77°25'25"W	145.50'

Secondary Line Table		
Line #	Direction	Length
L28	S89°54'04"E	160.13
L29	S89°54'04"E	144.96
L30	S89°54'04"E	50.07
L31	S89°54'04"E	245.48
L32	S00°25'06"E	200.38
L33	S00°25'06"E	65.41
L34	S89°51'59"E	251.35
L35	S89°51'59"E	53.37
L36	S89°51'59"E	53.37
L37	S00°27'21"E	22.49
L38	S00°27'21"E	15.00
L39	S00°27'21"E	58.64
L40	S00°27'21"E	58.24
L41	S00°27'21"E	69.57
L42	S00°27'21"E	32.86
L43	S00°11'41"E	71.24
L44	S00°11'41"E	92.22
L45	S00°29'18"E	33.29
L46	S00°29'18"E	79.41
L47	S00°29'18"E	37.72
L48	S00°29'18"E	37.38
L49	S00°29'18"E	37.79
L50	S00°29'18"E	37.03
L51	S00°29'18"E	75.69
L52	S00°29'18"E	66.80
L53	N00°18'37"W	31.95
L54	N00°18'37"W	35.82
L55	N00°18'37"W	48.05
L56	N00°18'37"W	103.97
L57	N00°19'45"E	217.87

Easement Line Table		
Line #	Direction	Length
EL1	N83°04'31"E	5.72
EL2	N83°04'31"E	10.09
EL3	S89°40'47"E	58.10
EL4	S89°40'47"E	300.91
EL5	N89°15'31"E	40.93
EL6	S83°04'31"W	15.81
EL7	S84°56'36"E	44.35
EL8	S89°39'29"E	191.41

Unit Line Table		
Line #	Direction	Length
UL1	N74°37'15"W	15.18
UL2	N74°37'15"W	61.09
UL3	N89°00'17"W	53.38
UL4	N89°00'17"W	30.50
UL5	N89°00'17"W	59.42
UL6	N89°00'17"W	63.00
UL8	S87°40'51"W	50.28
UL9	S87°40'51"W	30.58
UL10	S87°40'51"W	51.80
UL11	S84°01'38"W	53.00
UL12	S84°01'38"W	30.60
UL13	S84°01'38"W	74.85
UL14	N84°56'36"W	37.97
UL15	N84°56'36"W	6.38
UL16	S89°39'29"E	16.27
UL18	S89°39'29"E	57.36
UL19	S89°39'29"E	60.29
UL20	S84°35'18"W	35.00
UL21	S84°35'18"W	57.98
UL22	S84°35'18"W	43.69
UL23	N00°14'37"E	102.94
UL24	S01°08'14"W	89.53
UL25	N05°13'53"E	96.80
UL26	S01°47'59"E	93.93
UL27	S04°29'26"E	88.92

Condominium Curve Table							
Curve #	Arc Len.	Radius	Delta	Ch. Len.	Ch. Dir.	Tangent In	Tangent Out
C1	77.38'	717.00'	6°11'00"	77.34'	N86°10'01"E	N89°15'31"E	N83°04'31"E
C2	139.72'	1883.00'	4°15'05"	139.69'	N85°12'03"E	N83°04'31"E	N87°19'36"E
C3	221.47'	1883.00'	6°44'20"	221.34'	S88°18'46"E	N88°19'04"E	S84°56'36"E
C4	30.34'	367.00'	4°44'11"	30.33'	S87°18'42"E	S84°56'36"E	S89°40'47"E

Easement Curve Table							
Curve #	Arc Len.	Radius	Delta	Ch. Len.	Ch. Dir.	Tangent In	Tangent Out
EC1	39.91'	1883.00'	1°12'52"	39.91'	S83°40'57"W	S84°17'23"W	S83°04'31"W
EC2	99.81'	1883.00'	3°02'13"	99.80'	S85°48'29"W	S87°19'36"W	S84°17'23"W
EC3	69.53'	1883.00'	2°06'57"	69.53'	S89°22'33"W	N89°33'59"W	S88°19'04"W
EC4	78.05'	1883.00'	2°22'29"	78.04'	N88°22'44"W	N87°11'30"W	N89°33'59"W
EC5	73.89'	1883.00'	2°14'54"	73.89'	N86°04'03"W	N84°56'36"W	N87°11'30"W
EC6	84.50'	783.00'	6°11'00"	84.46'	N86°10'01"E	N89°15'31"E	N83°04'31"E
EC7	379.96'	1817.00'	11°58'53"	379.27'	N89°03'57"E	N83°04'31"E	S84°56'36"E
EC8	35.63'	433.00'	4°42'53"	35.62'	S87°18'03"E	S84°56'36"E	S89°39'29"E

Unit Curve Table							
Curve #	Arc Len.	Radius	Delta	Ch. Len.	Ch. Dir.	Tangent In	Tangent Out
UC11	29.00'	783.00'	2°07'18"	28.99'	N88°11'52"E	N89°15'31"E	N87°08'13"E
UC12	30.92'	783.00'	2°15'46"	30.92'	N86°00'20"E	N87°08'13"E	N84°52'27"E
UC13	24.58'	783.00'	1°47'56"	24.58'	N83°58'29"E	N84°52'27"E	N83°04'31"E
UC14	10.34'	1817.00'	0°19'33"	10.34'	N83°14'18"E	N83°04'31"E	N83°24'04"E
UC15	51.72'	1817.00'	1°37'52"	51.72'	N84°13'00"E	N83°24'04"E	N85°01'56"E
UC16	30.92'	1817.00'	0°58'30"	30.92'	N85°31'11"E	N85°01'56"E	N86°00'26"E
UC17	54.37'	1817.00'	1°42'52"	54.36'	N86°51'51"E	N86°00'26"E	N87°43'17"E
UC18	62.92'	1817.00'	1°59'03"	62.92'	N88°42'49"E	N87°43'17"E	N89°42'20"E
UC19	71.09'	1817.00'	2°14'30"	71.08'	S89°10'25"E	N89°42'20"E	S88°03'10"E
UC20	57.01'	1817.00'	1°47'52"	57.01'	S87°09'14"E	S88°03'10"E	S86°15'18"E
UC21	30.93'	1817.00'	0°58'31"	30.93'	S85°46'03"E	S86°15'18"E	S85°16'47"E
UC22	10.66'	1817.00'	0°20'11"	10.66'	S85°06'42"E	S85°16'47"E	S84°56'37"E

Unit Area Table		
Building No.	Unit #	Unit Area
1	101	5,787 Sq. Ft.
1	102	5,755 Sq. Ft.
2	201	6,082 Sq. Ft.
2	202	5,632 Sq. Ft.
3	301	4,655 Sq. Ft.
3	302	2,882 Sq. Ft.
3	303	5,579 Sq. Ft.
4	401	6,481 Sq. Ft.
4	402	5,818 Sq. Ft.
5	501	4,906 Sq. Ft.
5	502	2,842 Sq. Ft.
5	503	4,689 Sq. Ft.
6	601	4,597 Sq. Ft.
6	602	2,730 Sq. Ft.
6	603	6,688 Sq. Ft.

SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 1 1/4" Ø IRON ROD
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Brent Bailey,
Sauk County Register of Deeds

SURVEYED FOR:

Mr. Maxwell Dvorak
E9290 Hogsback Road
Baraboo, WI 53913
(608) 345-1905
truemusicmax@gmail.com

Drafted by: mlon
Checked by: sdis
Date: 11-10-2022
Rev:
Sheet 7 of 7

CITY OF BARABOO APPROVAL CERTIFICATE
There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this ____ day of _____, 2022

City of Baraboo Planning and Commission

vierbicher
planners engineers | advisors

REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201 | Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530



APPENDIX F

DECLARATION OF CONDOMINIUM
OF
BARABOO BLUFFS CONDOMINIUM

DECLARATION OF CONDOMINIUM OF BARABOO BLUFFS CONDOMINIUM

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**DECLARATION OF CONDOMINIUM
OF
BARABOO BLUFFS CONDOMINIUM**

ARTICLE 1
SUBMISSION TO ACT

The undersigned Declarant (the “**Declarant**”), being the sole owner of the property described herein, by the recording of this instrument subjects the described property to the provisions of Chapter 703 of the Wisconsin Statutes, the Wisconsin Condominium Ownership Act (the “**Act**”).

ARTICLE 2
NAME, ADDRESS

The name of the Condominium is “Baraboo Bluffs Condominium.” Its address is _____ - _____ Louis Lane, Baraboo, Wisconsin.

ARTICLE 3
LEGAL DESCRIPTION

The legal description of the property on which the Condominium is located and which Declarant hereby subjects to the provisions of the Act and this Declaration is set forth on **Exhibit A** which is attached hereto and made a part hereof.

ARTICLE 4
DEFINITION AND DESCRIPTIONS

In this Declaration the following words are defined as set forth below:

4.1 “**Association**” is the Baraboo Bluffs Condominium Association, Inc., a nonstock Wisconsin corporation. All Unit Owners are members of the Association and subject to its Articles of Incorporation, Bylaws, resolutions, and rules and regulations (the “**Rules and Regulations**”) adopted by the Association for the use and management of the Condominium. By becoming members of the Association, Unit Owners assign the management of the Common Elements of the Condominium to the Association. Subject to the reservation of rights to Declarant, the policies of the Association are established by a Board of Directors elected by its members (the “**Board**”) which shall consist of not less than three (3) and not more than five (5) persons. The Association shall act as trustee for the Unit Owners in any proceedings involving any settlements or agreements related to injury, destruction or taking of Condominium property.

4.2 “**Association Instruments**” are the Association’s Articles of Incorporation, Bylaws and Rules and Regulations, as adopted and amended from time to time.

4.3 “**Common Elements**” are all those portions of the Condominium which are not included in the definitions of Unit. Specifically included as Common Elements are private streets, clubhouse, playground, paths, and pickleball court depicted on the Condominium Plat.

Except as provided herein or in the Rules and Regulations, the Common Elements are available for the use and enjoyment of Unit Owners, their families and those persons authorized or invited to take advantage of them under this Declaration or the Bylaws or in connection with the authorized use of a Unit. None of the real estate which is part of the Common Elements may be abandoned, subdivided, encumbered, sold or transferred except by amendment of this Declaration.

4.4 “***Condominium Instruments***” are this Declaration and all exhibits attached thereto, the Condominium Plat, all as may be amended from time to time as herein provided.

4.5 “***Condominium Building***” means a building located within the Condominium that consists of Units.

4.6 “***Condominium Plat***” or “***Plat***” is the Condominium Plat of the Baraboo Bluffs Condominium, a copy of which is attached to this Declaration as **Exhibit B**.

4.7 “***Declarant***” is KMD Development, LLC, a Wisconsin limited liability company, its successors or assigns. Declarant may assign or delegate some or all of its rights and responsibilities in connection with the Condominium by recording an instrument with the Register of Deeds for Sauk County, Wisconsin.

4.8 “***Limited Common Elements***” are those Common Elements reserved for the exclusive use and enjoyment of the owners of one or more but not all Units, their families and persons authorized or invited to use them by Unit Owners. Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Plat. Limited Common Elements reserved to individual Units include:

- (a) Any concrete stoop located in front of the main (ground floor) entrance to each Unit.
- (b) The driveway to each Unit.
- (c) Any yard adjacent to a Unit that is identified on the Plat as a Limited Common Element.
- (d) Any patio or deck (including any stairs used to access the deck) located next to each Unit.

4.9 “***Manager***” refers to the property management firm, if any, then currently retained by the Association to manage the Condominium under the direction of the Board.

4.10 “***Unit***” is that part of the Condominium designed and intended for the exclusive independent use of its owner and those persons authorized or invited to use it by its owner.

- (a) The boundaries of each Unit are as follows:

(i) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(ii) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit consisting of the garage and basement extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

(b) Each Unit includes all finished surfaces, including paint, wallpaper, carpeting or other flooring, and all original equipment of the Unit, including by way of illustration and not limitation, cabinets, appliances and the like;

(c) Each Unit includes the following items serving the particular Unit, although they may be outside the defined boundaries of the Unit:

(i) all interior doors and windows (if any), their casements, and all their opening, closing and locking mechanisms and hardware;

(ii) all wall and ceiling mounted electrical fixtures and recessed junction boxes serving them;

(iii) all floor, wall, baseboard or ceiling electrical outlets and switches and the junction boxes serving them;

(iv) the cable/satellite television and telephone connections to the Unit and the junction box(s) serving it;

(v) all plumbing fixtures and the piping, valves and other connecting and controlling materials or devices lying between the fixtures and the main water or sewage lines serving the Unit;

(vi) the separate gas forced air heating system and the separate air conditioning system (including the condenser and compressor), which serve the Unit; and

(vii) any fireplace system serving the Unit including all transmitting, connecting and controlling equipment, materials or devices which are a part of said system.

(d) Not included as a part of the Unit are all structural components of the Condominium Building, including structural components which are located between the basement and main floor level of the Unit and which are between the main and second floor levels of the Unit. The Unit does not include any exterior doors or windows, or their exterior casements. Any portions of the mechanical, electrical and plumbing systems of the Condominium Building, not specifically included in the Unit under Section 4.10(a)-(c), above, which lie within the boundaries of the Unit are not part of the Unit. No Unit Owner shall own as

part of the Owner's Unit any pipes, wires, conduits, public utility lines or other structural components running through the Owner's Unit and serving more than the Owner's Unit, whether or not such items are located in the floors, ceilings, perimeter or interior walls of the Unit.

(e) Units are identified by number and located on the Plat. This description includes the interests appertaining to the Unit in the Common Elements and Limited Common Elements and the rights and obligations of Unit Owners created under this Declaration and other documents related to the Condominium.

4.11 “**Unit Owner**” or “**Owner**” is that individual, entity or combination of individuals and/or entities, which hold legal title to a Unit or equitable ownership of a Unit as a land contract vendee. The term is used herein in the singular although the ownership interest in a particular Unit may be held by more than one individual or entity.

ARTICLE 5

APPURTENANT INTERESTS; OBLIGATIONS

5.1 Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses of the Condominium assessed by the Association against such Owner's Unit. “**Common Expenses**” shall include, by way of illustration and not limitation, assessments, both general and special, levied against this Condominium by the Association pursuant to the Condominium Instruments; expenses incurred by the Association for insurance, repairs, maintenance, replacement, management services, landscaping, amenity maintenance and servicing; reserves; capital improvements; acquisition of property necessary to the conduct of Association affairs; office supplies; costs owed under other recorded easements and restrictions; and such other reasonable and necessary expenses as determined by the Association's Board from time to time. No Unit Owner may except himself/herself from liability for contribution to the Common Expenses by waiver of use and enjoyment of any of the Common Elements or by abandonment of his/her Unit.

5.2 Budget. The Association shall annually adopt a budget of Common Expenses and levy General Assessments therefor against the Units in the manner described in Section 5.3(a) below, and subject to the further provisions and procedures that may be established in the Bylaws from time to time. The budget may include the funding of one or more replacement reserves for Common Elements and, as may be provided for more specifically in the Bylaws from time to time, shall generally set forth the following: (a) all anticipated Common Expenses related to the Common Elements and to any other funds for future expenditures, (b) the amount and purpose of any other anticipated Association expenditure, (c) any common surpluses, (d) the amount and source of any income, other than assessments from Unit Owners, and (e) the estimated aggregate amount of any Assessment to be levied against Owners and the purpose of the Assessment.

5.3 Assessments.

(a) General Assessments. The Association shall annually levy general assessments (the “**General Assessments**”) against the Units for the purpose of maintaining a fund from which Common Expenses may be paid. Common Expenses shall be allocated and assessed

on an annual basis among the Units, in accordance with their Percentage Interests. General Assessments shall be paid in twelve equal installments in advance on the first day of each month, or at such other time and in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid as determined by the Association, or as otherwise set forth in the Bylaws that may be adopted from time to time, and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Act.

(b) Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "***Special Assessments***") as follows:

(i) against the Units for deficiencies in the case of destruction or condemnation as set forth in Article 9, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests; or

(ii) against any Unit or Units for defraying the cost of improvements to the Common Elements, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests, or

(iii) against any Unit to cure any violation by the Unit Owner under Section 5.15, in which case the Special Assessment shall be levied solely against such Unit; or

(iv) against any Units for the purpose of covering any unbudgeted expense, for funding any operating deficit, or for repairing or replacing any Limited Common Element, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests, or such other applicable formulas, provisions and procedures determined by the Association and set forth in the Bylaws that may be adopted from time to time.

5.4 Statutory Reserve Account. In no event shall any reserve account established by the Association be deemed to be a statutory reserve account pursuant to Section 703.163 of the Act. The Declarant hereby elects not to establish a statutory reserve account at this time under the provisions of Section 703.163 of the Act.

5.5 Liability of Owners; Lien Rights of Association. A Unit Owner shall be liable for General Assessments and Special Assessments (collectively "***Assessments***") assessed against its Unit and for interest on delinquent Assessments, and costs of collection (including reasonable attorneys' fees), as such interest and costs of collection may be imposed by the Association and/or set forth in the Bylaws to be adopted from time to time. If a Unit is owned by more than one Owner, such liability shall be joint and several. This liability shall not terminate upon the voluntary or involuntary transfer of the Unit. The assessment of Assessments, together with such interest as the Association may impose for delinquencies and costs of collection (including reasonable attorneys' fees and expenses), shall constitute a lien on the Unit against which the Assessment has been made as provided in this Article 5 and as may be provided in the Bylaws adopted from time to time. Attachment, filing/recording, effectiveness, priority and enforcement of the lien shall be governed by the Act, including without limitation the provisions of Section

703.165 of the Act, pursuant to which such liens are subordinate to all sums unpaid on a first mortgage recorded prior to the making of the Assessment and such other liens described in Section 703.165(5) of the Act. When a Unit Owner fails to pay Assessments when due, the Association may bring an action at law against the Owner personally or foreclose the lien against the Unit in like manner as a mortgage of real estate, provided any Mortgagee of the Unit is first provided the notice set forth in Article 17 below.

5.6 Responsibility of Transferees for Unpaid Assessments. In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid Assessments against the Unit up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. Any Unit Owner or prospective Unit Owner shall be entitled to a statement from the Association setting forth the amount of the unpaid Assessments against the transferor and due to the Association, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid Assessments made by the Association against the transferor in excess of the amount therein set forth. The Association shall have the right to charge a reasonable fee for such statements.

5.7 Assessments Until Turnover of Control; Declarant Liability. As allowed under Section 703.16(2)(b) of the Act, until Turnover of Control occurs as provided in Section 15.2 herein, Units owned by Declarant shall be exempt from assessment for Common Expenses until the total amount assessed against Units that are not exempt from General Assessments exceed the amount that equals the nonexempt Units' budgeted share of Common Expenses, based on the anticipated Common Expenses set forth in the annual budget. Until the last day of the month during which there is Turnover of Control, the Declarant shall be responsible for and pay the actual Common Expenses in excess of the General Assessments payable by nonexempt Unit Owners under this formula. After Turnover of Control, the Declarant shall pay its percentage share of General Assessments in the same manner as other Unit Owners but only as to those Units which are substantially completed and with regard to which an occupancy permit has been issued. The Declarant's liability for General Assessments as provided above shall be effective on the first day of the month after the month during which there is Turnover of Control.

5.8 Initial Working Capital Fund. Each purchaser of a Unit from Declarant shall, at the time of conveyance, pay to the Association an amount equal to two (2) months' installments of the General Assessment provided for in this Article 5, or such greater amount as designated by the Board. Amounts paid under this section shall not be considered advance payments of installments of general assessments, but shall be maintained as working capital and kept in a segregated account.

5.9 Responsibility for Common Elements. Except as specifically provided herein, the Association shall be responsible for the repair, maintenance, replacement and appearance of the Common Elements, including, without limitation, responsibility for breakage, damage, malfunction or ordinary wear and tear, obsolescence, landscaping, gardening, snow removal, painting, cleaning and decorating. The cost of such repair, maintenance and replacement shall be Common Expenses, and shall be allocated to all of the Units pursuant to Sections 5.2 and 5.3. The Association shall have a reasonable right of entry to all parts of the Condominium, including the right to enter Units, to perform its functions hereunder.

5.10 Access Restrictions to Certain Common Elements. For safety and other reasons in furtherance of the best interests of the Condominium and the Unit Owners, the Board shall have the right to restrict or limit access to certain areas included within the Common Elements such as electrical or mechanical rooms.

5.11 Rules and Regulations. The Association may, by action of the Board taken in accordance with the Bylaws, adopt such reasonable Association Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Condominium, and for the health, comfort, safety and general welfare of the Unit Owners and the furtherance of the rights and duties of the Unit Owners, the Association and the Declarant hereunder. Written notice of such Rules and Regulations shall be given to all Unit Owners, and the Condominium shall at all times be maintained, used, occupied and enjoyed subject to such Rules and Regulations.

5.12 Voting. Each Unit is entitled to one (1) vote in the Association, subject to suspension as provided in the Bylaws. This vote is indivisible and may be cast by the Unit Owner or by proxy as permitted in the Bylaws. Further, the provisions of this section are subject to the provisions of Article 15 hereafter, pertaining to the Declarant's initial rights to exercise control of the Association until Turnover of Control in accordance with Section 15.2.

5.13 Suspension of Voting Rights. An Owner of a Unit against which the Association has recorded a condominium lien (as authorized by this Declaration and the Act) shall not be permitted to vote with regard to the affairs of the Association (and such Unit shall be disregarded for purposes of the vote taken) unless and until the Owner has paid the Association all amounts required of the Owner as a condition to the Association's duty to release the lien. The forgoing suspension of voting rights shall not apply to a Mortgagee who has acquired title to a Unit by a deed in lieu of foreclosure or similar voluntary conveyance by an Owner to a Mortgagee.

5.14 Association Board of Directors. The affairs of the Association shall be governed by the Board. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board. For purposes of calculating the percentages set forth in Section 15.1 and this Section 5.14, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 20.3.

5.15 Repairs and Maintenance of Units. Each Unit Owner is responsible for the decoration, furnishing, housekeeping, repair and maintenance of the Owner's Unit (including, but not limited to, all items described in the definition of "**Unit**" in Article 4) and the general cleanliness and presentability of the Limited Common Elements, the exclusive use of which is reserved to the Unit. No Unit Owner may alter the appearance or design of the exterior of a Condominium Building, nor may any Unit Owner use a Unit, the Limited Common Elements

reserved to it, or the Common Elements, in any manner which adversely affects the exterior appearance of a Condominium Building.

5.16 Separate Real Estate Taxes. It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for the Owner's Unit and the Owner's corresponding Percentage Interest in the Common Elements, as provided in the Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the Condominium as a whole, then each Unit Owner shall pay his/her proportionate share thereof, with the allocation of such taxes to be based upon each Unit's Percentage Interest and/or such other factors as is determined by the Board in its reasonable discretion.

5.17 Separate Mortgages of Units. Each Unit Owner shall have the right to mortgage or encumber the Owner's Unit, together with the Owner's Percentage Interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property on which the Condominium is located, any Condominium Building, or any part thereof, except the Owner's own Unit the Owner's Percentage Interest in the Common Elements.

5.18 Form of Purchase Contracts. The sale of any Unit in the Condominium shall be evidenced by a written purchase contract between the buyer and the seller. The form of each such purchase contract shall be the State of Wisconsin approved Condominium Offer to Purchase, including any addenda thereto; as such form may be amended from time to time.

5.19 Notice to the Association of the Sale or Other Conveyance of a Unit. At least fifteen (15) days prior to the conveyance of any Unit by a Unit Owner to any other party, the Unit Owner must provide the Association with written notice of the proposed conveyance, which notice shall include the name(s) of the party to whom the Unit will be conveyed, as well as any other information requested by the Association or required by the Rules and Regulations of the Association.

5.20 Books and Records. The Association shall maintain current copies of the Condominium Instruments, the Association Instruments, as well as its books, records and financial statements, all of which shall be available for inspection during normal business hours by Unit Owners or by holders, insurers and guarantors of first mortgages secured by Units.

ARTICLE 6 UTILITIES

Each Unit is separately metered for water, electricity and for natural gas, and the Unit Owner will be billed directly for such services by the applicable utility company. Each Unit has connections for telephone, cable television and satellite television services. Any Unit Owner desiring any such services shall contract directly with the telephone company, the cable television provider and/or the satellite television provider for such services, and shall pay the provider(s) directly for such services. Each Unit also has its own water softener and water heater. All utilities serving Common Elements shall be assessed against all of the Units of the Condominium as Common Expenses, pursuant to Article 5 of this Declaration.

ARTICLE 7 USES

7.1 Use of Units . Units and Common Elements of the Condominium are intended to be used for, and shall be used for residential purposes. However, a portion of any Unit may be used for home office or home business purposes (a “***Business Use***”), provided that any such Business Use complies with all applicable zoning laws and regulations as well as the Rules and Regulations adopted by the Association from time to time. No Business Use of a Unit may involve any employees or other persons, besides the Unit Owners and occupants of the Unit. No Business Use of a Unit may materially increase the vehicular or pedestrian traffic in or around the Condominium. No Owner may display any signage on a Unit or Limited Common Elements advertising the Business Use. Any use of a Unit or use of the Common Elements: (a) may not unreasonably interfere with the use and enjoyment of the Common Elements and Units by other Unit Owners; (b) may not cause any increase in the rate of any insurance covering the Condominium; (c) must comply with all applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Condominium; and (d) must comply with the Rules and Regulations promulgated by the Association from time to time.

7.2 Pets. Only “***Household Pets***” may be kept at the Condominium by the Owner or occupant of any individual Unit. The term Household Pets shall include only dogs, cats, fish and birds. The number of Household Pets shall be established by the Board in the Rules and Regulations. The restriction on the number of Household Pets does not apply to fish. No other animals shall be permitted within the Condominium, except for animals assisting disabled persons, and no animals may be kept, bred or used for any commercial purposes. All permitted Household Pets shall be housed within the Unit and, if allowed anywhere on the Common Elements, shall be kept on a leash at all times. Household Pets may be kept in the Condominium only in accordance with this Declaration and the Rules and Regulations established by the Board from time to time. The right to keep a Household Pet in the Condominium shall be deemed a revocable license which may be revoked at any time if, in the judgment of the Board, any such pet is or becomes offensive, a nuisance or harmful in any way to the Condominium or those occupying or owning a Unit therein. All Household Pets that are dogs or cats must be registered with the Association, and the Association may charge a fee to cover its administrative costs and may also charge a Unit Owner in violation of this Declaration or the Rules and Regulations for its actual costs, including attorneys’ fees, for enforcing the provisions in this Section 7.2 or the Rules and Regulations.

7.3 Use of Common Elements. No Unit Owner shall cause or permit the Common Elements, except the Limited Common Elements, to be so used as to deny to other Unit Owners the full use of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements, excepting Limited Common Elements. Walks and drives, outdoor parking areas and all other indoor and outdoor Common Elements shall be kept clean and orderly. Junked, inoperative or unlicensed vehicles and vehicles such as trailers, vans, trucks, oversized pickup trucks, campers, camping trucks, house trailers, boats, boat trailers, snowmobiles, all-terrain vehicles, other recreational vehicles or the like, shall not be stored, parked or placed anywhere on the Condominium except as specifically set forth in this Declaration, or as may be specifically authorized by the Board. No vehicle shall occupy, park upon or otherwise block the access to or exit from any Condominium Building or Unit or any approach thereto. No

maintenance or lubrication of any vehicle shall be permitted anywhere on the Condominium. At all times, the use of the Common Elements shall be subject to the Rules and Regulations adopted by the Association from time to time.

7.4 Waste. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited. Each Unit Owner is responsible for taking all garbage and recyclables generated by their Unit to the curb for pickup by the City of Baraboo. All occupants of Units shall comply with the Rules and Regulations promulgated by the Association from time to time, as well as any mandatory recycling requirements of the City of Baraboo, Sauk County, Wisconsin or any other applicable regulations, with regard to the separation and recycling of waste. No burning of waste shall be permitted anywhere in the Condominium, including the use of incinerators or open fires.

7.5 Restrictions on Antennas and Structures. No antennas, aerials or satellite dishes for television or any other purpose shall be erected on any roof or any other portion of the Condominium, except any community antennas, cable receivers and satellite dishes erected by Declarant or the Association, or any individual antennas erected or installed with the prior written consent of the Board. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of the Condominium, nor shall any clothes hangers or clothesline or similar apparatus of any type be placed or maintained on any Common Element, including the Limited Common Elements, and may only be placed within a Unit if they are not visible from the outside.

7.6 Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for so long as it stands.

7.7 Prohibited Practices. No use or practice shall be allowed on the Condominium which: (a) is a nuisance; (b) is immoral or improper or offensive in the opinion of the Board; (c) requires any alteration of or addition to any Common Elements; (d) is in violation of the Bylaws of the Association; (e) is in violation of any Rules and Regulations adopted by the Association from time to time; or (f) violates any applicable law, ordinance or governmental rule or regulation.

7.8 Compliance with Insurance Policies. No Unit Owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board (the “**Association Policies**”), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such Association Policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit Owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit Owner or occupant to comply with any of the other terms and provisions of this Declaration, the

Bylaws, the resolutions, or Rules or Regulations of the Association, then the Unit Owner of that particular Unit shall reimburse the Association and such other Unit Owners, respectively, for the resulting additional premiums which shall be payable by the Association or such other Unit Owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the Bylaws.

ARTICLE 8 SERVICE OF PROCESS

Service of Process on the Condominium or the Association may be received by the registered agent of the Association, Maxwell K. Dvorak, located at _____, _____, Wisconsin, _____. A successor for this purpose may be named by the Board and is effective when the name of the successor is filed with the Department of Financial Institutions of the State of Wisconsin.

ARTICLE 9 REPAIR, RECONSTRUCTION, CONDEMNATION

9.1 Property and Casualty Insurance. Subject to the discretion of the Board as provided herein, the Association shall maintain multi-peril property and casualty insurance at fully insurable value based on replacement cost on the Condominium Buildings, including Common Elements, Limited Common Elements, and Units (but excluding any personal property contained in any Unit). The insurance policy shall have a deductible of no more than the lesser of \$10,000 or 1% of the policy face amounts and shall contain a “condominium replacement cost” endorsement and such other endorsements as may be determined by the Board. Such policy or policies shall include fire and extended coverage and all other types of coverage commonly maintained on condominium projects of a similar nature and type. The Association shall hold this insurance in its name for the use and benefit of the Unit Owners and of the mortgagees of Units, and their successors and assigns, as their interests may appear. All policies and their endorsements shall be deposited with the Association. The amounts of such property and casualty insurance shall be reviewed by the Board, and adjusted annually, if necessary, to reflect changes in the replacement value of the property being insured and after due consideration of such other matter as the Board deems appropriate in its reasonable discretion. Unit Owners may request the Association to obtain on their behalf, and at their cost, additional insurance coverage with regard to their Unit. All property and casualty insurance coverage shall be written in the name of, losses covered thereby shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustees for each of the Unit Owners in accordance with their respective Percentage Interests. The proceeds of the insurance shall be applied and distributed by the Board for the repair, replacement and reconstruction of the Condominium unless such repair, replacement and reconstruction is not authorized pursuant to Section 9.5 hereof, in which case the proceeds of the insurance shall be paid over to the Association and thereafter distributed as provided in Section 9.5.

9.2 Liability Insurance. The Association shall obtain and maintain comprehensive public liability insurance with limits not less than \$1,000,000 per occurrence for personal injury or property damage, with a \$2,000,000 aggregate limit, and with additional umbrella coverage of

at least \$2,000,000. The limits of such liability insurance shall be reviewed by the Board, and adjusted annually, if deemed necessary by the Board. Such liability insurance shall name as insureds the Declarant, Unit Owners, the Association and its Board, and the officers of the Association and other persons as deemed appropriate by the Board.

9.3 Fidelity Insurance. To the extent available upon reasonable terms, the Association shall maintain fidelity coverage against dishonest acts by any person, paid or volunteer, responsible for handling the funds belonging to or administered by the Association. Alternatively, the Association may require such persons to obtain fidelity insurance or to provide the Association with a fidelity bond at such person's expense or the Association's expense, as the Board may determine. The Association is to be a named insured or obligee under such coverage/bond, and the amount of such coverage/bond shall not be less than the greater of: (i) three (3) months' assessments on all Units, plus all reserves held by the Association; or (ii) 100% of the estimated maximum amount of funds, including reserves, in the custody of the Association at any time. In the event that all such funds are handled by a Manager, then the Association may rely on the fidelity coverage maintained by the Manager, if it is determined that such coverage is adequate.

9.4 Other Insurance. The Association may maintain such other insurance as the Board deems appropriate.

9.5 Actions in the Event of a Casualty Loss. In the event of damage to the Common Elements and/or Units of the Condominium, the Association shall: (a) if insured in an amount adequate to repair or reconstruct the damaged Common Elements, proceed with the repair or reconstruction of the Common Elements and Units to a condition as nearly like their condition prior to damage as possible and compatible with the remainder of the Condominium; and (b) if not insured in an adequate amount, proceed with such repairs or reconstruction assessing the excess as Common Expenses against the Unit Owners payable in accordance with the Bylaws of the Association, unless by vote or consents sufficient under Section 16.1 hereof to amend this Declaration, it is agreed to remove the property from the provisions of the Act, partition and sell it, in which event the insurance and sale proceeds will be distributed in relation to the several Unit Owner's Percentage Interests in the Common Elements as established in this Declaration, subject to the rights and priorities of mortgagees and other lien holders, and subject to any requirements of the Act.

9.6 Cost of Insurance. Except with regard to any additional insurance coverage requested by a Unit Owner, as described in Section 9.1 above, the cost for all insurance purchased by the Association shall be a Common Expense.

9.7 Insurance Obtained by Unit Owners. Maintenance of the Association policies by the Association does not relieve nor prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or on risks not insured by it. The insurance coverage obtained by the Association excludes (i) any coverage on any personal property located within or appertaining to the exclusive use of a Unit or Limited Common Element, including but not limited to, appliances, drapes, carpeting furniture, personal belongings and wall coverings, and (ii) any liability coverage on a Unit Owner, his, her or their guests, invitees, employees or any other occupants of such Unit, arising out of any and all

occurrences and happenings within a Unit, Limited Common Element or Common Element, and/or relating in any way whatsoever to any personal property of a Unit Owner. It is the sole responsibility of each Unit Owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Association.

9.8 Waiver of Subrogation. The Association and each Unit Owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Association, however, caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

9.9 Condemnation Proceedings. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use and benefit of all Unit Owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the Condominium shall be that set forth in Section 703.19 of the Act, as the same may be amended from time to time.

ARTICLE 10 LEASING UNITS

No Unit Owner, including the Declarant may lease a Unit. This provision is not intended to prohibit Unit Owners from having guests stay with them for limited and reasonable periods of time, subject to the Rules and Regulations of the Association. This Article 10 is enforceable by the Association by eviction, injunction and any other legal remedies.

ARTICLE 11 ALTERATIONS TO UNITS

11.1 Approvals Required for any Alteration. A Unit Owner may make improvements and alternations within a Unit, provided that the movement, alteration, removal or construction of any wall within the Unit, must first be approved in writing by the Board. Prior to starting any alteration of a Unit, the Unit Owner shall provide the Board with complete plans and specifications for the proposed alteration, and the Unit Owner shall provide the Board with any additional information requested by the Board with respect to evaluation of such a requested alteration. No alteration shall be permitted if, in the Board's sole discretion, any such alteration would result in damage or potential damage to the structural soundness of the Condominium Building. The Board may engage the services of an architect or other consultant to assist in its evaluation of any proposed alteration, and all costs incurred by the Board shall be paid by the Unit Owner proposing the alteration. Any such alterations to a Unit must be accomplished in accordance with all applicable laws, regulations and ordinances. Prior to any construction beginning, the Unit Owner must provide the Board with a copy of the building permit for the applicable alteration which has been issued by the City of Baraboo, Wisconsin. All expenses involved in such alterations, including expenses to the Association, which it may charge as a

Special Assessment to the affected Unit, shall be borne by the Unit Owner involved in the alteration. No such alteration may interfere with the use and enjoyment by other Unit Owners or occupants of other Units or the Common Elements, reduce the value of any other Units or the Common Elements, or impair or restrict any easement or other right in and to the property. No alteration of a Unit may alter the exterior appearance of the Unit or the Condominium Building.

11.2 Restriction on the Alteration of Boundaries Between Units. The boundaries between any two adjacent Units may not be relocated (regardless of whether or not such relocation involves the removal, construction or reconstruction of any walls), except with the written consent of the Association's Board, which consent may be withheld in the Board's sole and absolute discretion. No permitted relocation of any boundaries between Units shall change or reallocate the Percentage Interests in the Common Elements or the votes in the Association. Any documents purporting to so alter the Percentage Interests or votes shall be void insofar as the alteration of Percentage Interests or votes is attempted therein.

11.3 Addendum to Plat. To the extent any such improvement or alteration which is approved by the Board changes the location of any boundary between Units, or makes any other change which requires the recording of an addendum to the Plat pursuant to the Act, then such change shall be evidenced by the recording of an addendum to the Plat, which shall be prepared at the direction of the Board, but at the expense of the applicable Unit Owner. No Unit Owner may separate or subdivide the Owner's Unit.

ARTICLE 12 REMEDIES

12.1 No Limitation on Association Remedies. The Association has all remedies available to it by law for the enforcement of the duties and obligations of Unit Owners, which may be exercised separately or in conjunction with one another. To the extent no damages can be accurately determined for the violation of these duties and obligations, liquidated damages as set forth in a resolution of the Board shall be charged for each violation, and such damages may be collected in the manner specified for the collection of assessments herein and in the Bylaws.

12.2 Governing Documents. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Bylaws and the Association, and the Rules and Regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. Any default shall entitle the Association and Unit Owners to the relief described in this Article 12 or elsewhere, in this Declaration, in the Bylaws, in the resolutions, and in the Rules and Regulations of the Association, in addition to those remedies provided in the Act.

12.3 Cost of Enforcement. A Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by the Unit Owner's act, neglect, or carelessness or by that of any member of the Unit Owner's family, guests, employees, agents, or lessees, but only to the extent that such expense is not paid by the proceeds of insurance carried by the Association. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

12.4 No Waiver of Remedies. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Bylaws of the Association, any resolution of the Board, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

12.5 Rights of Unit Owners. Any Unit Owner aggrieved by the actions of any other Unit Owner or of the Association with regard to the failure of another Unit Owner of the Association to comply with the Condominium Instruments or the Association Instruments shall have a right of action against such other Unit Owner or the Association, as the case may be, and shall have all remedies provided by law.

ARTICLE 13 SIGNATURE ON CERTIFICATES

All certificates and statements stating facts in regard to the Condominium or any of its Units, including statements of condominium lien, statements regarding unpaid assessments against any Unit or the then-current status of documents related to the Condominium, shall be signed on behalf of the Association by its president, secretary or another officer designated by the Board, or by the Manager.

ARTICLE 14 CONDOMINIUM ACT

The provisions of Chapter 703, Wisconsin Statutes, as the same may be amended and/or renumbered from time to time, are incorporated by reference into this Declaration.

ARTICLE 15 DECLARANT CONTROL

15.1 Owners' Right to Elect Board Members During Control by Declarant. Until the earliest of (i) ten (10) years from the date the first Unit is conveyed to any person other than Declarant; (ii) thirty (30) days after the conveyance of seventy-five percent (75%) of the Percentage Interests in the Common Elements to purchasers; or (iii) thirty (30) days after the Declarant's election to waive its right of control; Declarant, or its successors and assigns, acting alone shall have the right to appoint and reappoint the members of the Board, other than those elected pursuant to Section 5.14 and Section 15.2, and to amend the Bylaws and this Declaration. For purposes of calculating seventy-five percent (75%) of the Percentage Interests, and only for such purpose, all Units, including the additional 75 Units that the Declarant has the right to add to the Condominium pursuant to Article 20 (for a total of 90 Units), shall be counted, with each Unit's Percentage Interest being 1.111%. Pursuant to Section 5.14, prior to the conveyance of a Percentage Interest in twenty-five percent (25%) of the Common Elements to purchasers of Units, the Association shall hold a meeting of the Unit Owners other than the Declarant (the "**Members**"), at which meeting the Members shall elect one Board member; and at which time a member of the Board appointed by the Declarant shall resign from the Board so as to permit the election of a new Board member as herein provided. Such election shall be conducted in accordance with the provisions of the Bylaws.

15.2 Turnover of Control. Upon the earlier of (i) ten (10) years from the date the first Unit is conveyed to any person other than Declarant; (ii) the passage of thirty (30) days from the conveyance of Seventy-Five Percent (75%) of the Percentage Interests in the Common Elements by Declarant to purchasers; or (iii) thirty (30) days after the Declarant's election to waive its right of control; a special meeting of all Unit Owners (including Members and the Declarant) shall be called not later than thirty (30) days thereafter, at which time all of the Board members shall be elected by the Unit Owners in accordance with the provisions of the Bylaws. The effective time of the meeting described above shall be referred to as "***Turnover of Control***"

15.3 Rights Reserved by the Declarant. Pending the sale of all of the Units in the Condominium, Declarant, or its successors and assigns, acting alone:

(a) may use the Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale of Units thereon, including, but not limited to, in connection therewith, maintaining a sales office or offices and models (regardless of whether all the non-model Units are sold), showing the Condominium or maintaining signs;

(b) reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units and (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it and (iii) grant such other easements as the Declarant may deem necessary, advantageous or appropriate for the development or operation of the Condominium; and

(c) reserves the right to make minor alterations and changes to the Common Elements or any part thereof.

15.4 No Impairment of Declarant's Rights. No Unit Owner or the Association shall take any action, or fail or refuse to take any action, whether or not requested by the Declarant, which would in any manner impair, impede, limit, alter or prevent the sale by the Declarant of the Units or the rights reserved or granted to the Declarant under this Declaration, or make more costly or burdensome such sale of units or the exercise of such rights by Declarant hereunder.

ARTICLE 16 AMENDMENTS

16.1 Amendments. Subject to the rights of the Declarant and its successors and assigns as set out elsewhere in this Declaration, this Declaration may only be amended in a writing executed by the President or Vice President of the Association and attested by another officer, with the written consent of at least seventy-five percent (75%) of the Unit Owners. A Unit Owner's consent shall not be effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, owned by the Unit Owner. No amendment shall change the rights of Declarant as contained in this Declaration. Any amendment to this Declaration shall become effective when recorded in the office of the Register of Deeds for Sauk County, Wisconsin.

16.2 Amendments by Declarant. Notwithstanding Section 16.1 above, each Unit Owner and Mortgagee hereby makes, constitutes and appoints the Declarant, by its authorized agent, as their true and lawful attorney for them and in their name, place and stead, to execute, deliver and record amendments to this Declaration, provided such amendments are only intended to (a) correct errors or omissions or clarify ambiguities, (b) cause the Declaration to be in compliance with the Act, or (c) cause the Declaration to include provisions regarding Mortgagee rights which, in the reasonably exercised discretion of Declarant, will encourage lenders to make, purchase, insure or guarantee mortgages on Units. No amendment executed pursuant to this Section 16.2 may change the definition of a Unit, increase the number of Units (except with regard to expansion of the Condominium pursuant to Article 20), alter the boundaries of Common Elements or Limited Common Elements or increase the Assessments of Common Expenses otherwise provided for herein. The power of attorney hereby granted is coupled with an interest and shall survive the death or incompetence of a Unit Owner and the Turnover of Control.

16.3 Other Requirements for Mortgagee Approval. In addition to complying with Section 16.1 above, the written approval of the holders of the first mortgages on Units which have at least seventy-five percent (75%) of the votes of Units subject to first mortgages, shall be required to do any of the following:

- (a) By act or omission seek to abandon or terminate the Condominium;
- (b) Except with regard to expansion of the Condominium pursuant to Article 20, change the Percentage Interest or obligations of any Unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards or determine the pro rata share of ownership of each Unit Owner in the Common Elements;
- (c) Partition or subdivide any Unit.
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements;
- (e) Use hazard insurance proceeds paid to the Association for losses to any Condominium property (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the Condominium property.

ARTICLE 17 RIGHTS OF MORTGAGEES

17.1 Notices to Mortgagees. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss which affects either a material portion of the Condominium or Unit securing its mortgage;

(b) Any sixty (60) day delinquency in the payment of Assessments owed by the owner of any Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such owner within sixty (60) days of such breach;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified above or elsewhere in this Declaration.

17.2 Financial Statements. Upon written request to the Association, the holder, insurer or guarantor of any first mortgage on a Unit shall be provided with a financial statement for the Association's preceding fiscal year. Upon written request, a mortgage holder will be allowed to prepare an audited financial statement at its own expense. Any such financial statements requested by a mortgage holder shall be provided within one hundred twenty (120) days after the end of the Association's fiscal year.

ARTICLE 18 RIGHT OF ENTRY

The Declarant, for itself and its successors, assigns and for the Association, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board to make installations, alterations or repairs, upon prior request and at times convenient for the Unit Owner or occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the Unit Owner or occupant of the Unit is or is not present and without liability to Declarant, the Association, the Board or any of their agents. Any damage or loss caused as a result of such entry shall be at the expense only of the Unit Owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes. No Unit Owners shall add, modify or alter any locks in such a way that would restrict the Declarant's or the Association's ability to gain access to a Unit, without the Association's prior written consent.

ARTICLE 19 CONSTRUCTION AND EFFECT

19.1 Construction and Effect. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

19.2 Headings and Captions. The captions and section headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

19.3 Assignment by Declarant. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of Declarant shall be deemed to refer only to such person or entity to whom Declarant has expressly assigned all of said rights and benefits by an amendment to this Declaration.

19.4 Severability. If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. Each provision, or any part thereof, of this Declaration shall be valid, and be enforced, to the fullest extent permitted by law.

19.5 Acceptance of Rights Reserved by Declarant. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in Section 15.3 above, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect the same, and (ii) to do all other things necessary to accomplish the action so taken.

ARTICLE 20 RIGHT TO EXPAND

20.1 Reservation of Right to Expand the Condominium. Declarant hereby expressly reserves unto itself, its successors and assigns the right to expand the Condominium, in one or more phases, by adding all or a portion of the property described on **Exhibit D** attached hereto (the “**Expansion Real Estate**”). The Declarant owns the Expansion Real Estate as of the date of this Declaration. The right to expand the Condominium may be exercised from time to time within ten (10) years from the date of recording of this Declaration with the Sauk County Register of Deeds office. Any such expansion shall be in the sole discretion of Declarant. No Unit Owner or other person shall have the right to require any such expansion, nor shall the Declarant need the consent or approval of any Unit Owner for any such expansion. There is no guaranty that all or any additional Units will be built on the Expansion Real Estate. The Declarant, subject to applicable zoning ordinances, retains the right to build whatever it desires on the Expansion Real Estate.

20.2 Adjustment of Percentage Interests. Upon the recording of an amendment to the Declaration and an addendum to the Condominium Plat, which expands the Condominium (including the addition of up to 75 additional Units), each Unit Owner shall have the percentage interests in the Common Elements, liabilities, Common Expenses, and rights to Common Surpluses shall be automatically adjusted to account for such additional Units, all as set forth in such amendment to the Declaration.

20.3 Maximum Number and Type of Expansion Units. The maximum number of additional Units shall be seventy-five (75). The Units shall be located on the Expansion Real Estate which is described in **Exhibit D**. As of the date of this Declaration, no plan or design has been finalized for the building(s) which may be constructed on the expansion Real Estate or for the Units which would be located in such building(s), however, all improvements which are added to the Condominium as part of any expansion shall be consistent with the initial building in the Condominium in terms of structure type and quality of construction. The Declarant

reserves the right, in its sole discretion, to determine the design of such building(s), the design/layout of the Units to be included in any such expansion, and the mix of such Units.

20.4 Effective Time of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration and an addendum to the Condominium Plat are recorded in the Sauk County Register of Deeds office, which amendment shows the new Percentage Interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded. All improvements which are added to the Condominium as part of any expansion, shall be substantially completed prior to being added to the Condominium.

20.5 Interest of Mortgagee After Expansion. Following any expansion, the interest of any Mortgagee shall attach, by operation of law, to the new percentage interests in the Common Elements appurtenant to the Unit on which it has a lien.

[signature page follows]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be Executed in _____, Wisconsin, this _____ day of _____, 2022.

DECLARANT:
KMD Development, LLC

By: _____
Maxwell K. Dvorak, Its Manager

AUTHENTICATION

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2022, the above-named Maxwell K. Dvorak, to me known to be the Manager of KMD Development, LLC, and who executed this document on its behalf.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

This instrument was drafted by
and should be returned to:

Attorney Gregory Collins
Axley Brynelson, LLP
Post Office Box 1767
Madison, WI 53701-1767

EXHIBIT A

LEGAL DESCRIPTION

Part of Lot 1 of Certified Survey Map Number 7231, recorded in Sauk County Register of Deeds as Document Number 1243051 in Volume 45 of Certified Survey Maps, on Page 7231 and located in part of the SW $\frac{1}{4}$ - SE $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ - SW $\frac{1}{4}$, Section 2, Township 11 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin and bounded by a line described as follows:

Beginning at the found standard Harrison monument at south one-quarter corner of said Section 2;

Thence, N00°51'41"W, along the west line of the Southeast Quarter of said Section 2, T11N, R6E, 256.38 feet, to the Point of Beginning, (P.O.B.) of Phase 1 of Baraboo Bluffs Condominium;

Thence, N76°05'12"W, 85.18 feet;

Thence, N89°46'34"W, 125.92 feet;

Thence, N03°53'29"E, 98.15 feet, to the south line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, and the beginning of a non-tangent curve, concave to the southeast;

Thence, 287.42 feet, along said south line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 being a non-tangent curve concave to the southeast, having a radius of 1817.00 feet, an included angle of 09°03'48", (a chord of 287.12 feet which bears S87°36'25"W), to the end of said curve;

Thence, S83°04'31"W, continuing along said south line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 15.81 feet, to the beginning of a curve to the right;

Thence, 84.50 feet, along said curve to the right, having a radius of 783 feet, an included angle of 06°11'00", (a chord of 84.46 feet which bears S86°10'01"W), to the end of said curve;

Thence, S89°15'31"W, 40.93 feet, to the east right-of-way line of Waldo Street;

Thence, N00°18'48"W, along the said east right-of-way line of Waldo Street, 41.99 feet, to a found $\frac{3}{4}$ " diameter iron pipe at its intersection with the north line of Lot 4 of Sauk County Certified Survey Map No. 2184;

Thence, N00°18'29"W, continuing along said east right-of-way line of Waldo Street, 24.01 feet, to its intersection with the private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231;

Thence, N89°15'31"E, along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 40.43 feet, to the beginning of a curve to the left;

Thence, 77.38 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 being a curve to the left having a radius of 717.00 feet, an included angle of 06°11'00", (a chord of 77.34 feet which bears S86°10'01"E), to the end of said curve;

Thence, N83°04'31"E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 and its easterly extension, 15.81 feet, to the beginning of a curve to the right;

Thence, 139.72 feet, along said curve to the right, being the southwesterly extension of the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 and the north line thereof, having a radius of 1883.00 feet, an included angle of 04°15'05", (a chord of 139.69 feet which bears N85°12'03"E), to the end of said curve;

Thence, N02°40'24"W, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 12.78 feet;

Thence, N35°44'20"E, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 10.00 feet

Thence, S54°15'49"E, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 33.64 feet to the beginning of a non-tangent curve, concave to the southwest;

Thence, 221.47 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 being a non-tangent curve concave to the southwest, having a radius of 1883.00 feet, an included angle of 06°44'20", (a chord of 221.34 feet which bears S88°18'46"E), to the end of said curve;

Thence, S84°56'36"E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 44.35 feet, to the beginning of a curve to the left;

Thence, 30.34 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 being a curve to the left having a radius of 367.00 feet, an included angle of 04°44'11", (a chord of 30.33 feet which bears S87°18'42"E), to the end of said curve;

Thence, S89°40'47"E, continuing along said north line of private street, (Louis Lane) and Utility Easement and the south line of Outlot 1 shown on said Sauk County Certified Survey Map No. 7231, 359.01 feet, to a found 1¼" diameter iron rod at the southeast corner thereof and the southwest corner of Lot 15 of Park Ridge;

Thence, N86°00'16"E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 and the south line of said Lot 15 of Park Ridge, 190.35 feet to a found ¾" diameter iron rod at the southeast corner thereof and the west right-of-way line of Parkside Avenue;

Thence, S00°11'41"E, along the said west right-of-way line of Parkside Avenue, 66.16 feet, to a found ¾" diameter iron rod at the south line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 and northeast corner of Lot 76 of Parkside Subdivision;

Thence, S86°00'16"W, along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231 and the north line of said Lot 75 of Parkside Subdivision, 190.03 feet, to a found ¾" diameter iron rod at the southwest corner thereof;

Thence, S89°39'28"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 11.37 feet;

Thence, S00°20'31"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 5.90 feet;

Thence, N89°39'29"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 10.00 feet;
Thence, S76°39'16"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 26.21 feet;
Thence, N89°39'16"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231 and its westerly extension, 121.78 feet, to its intersection with the west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7231;
Thence, S00°29'18"E, along the said west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 96.75 feet;
Thence, N82°54'33"W, continuing along the said west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 26.55 feet;
Thence, S84°35'18"W, 136.67 feet, returning to the point of beginning.

EXHIBIT B
CONDOMINIUM PLAT

EXHIBIT C

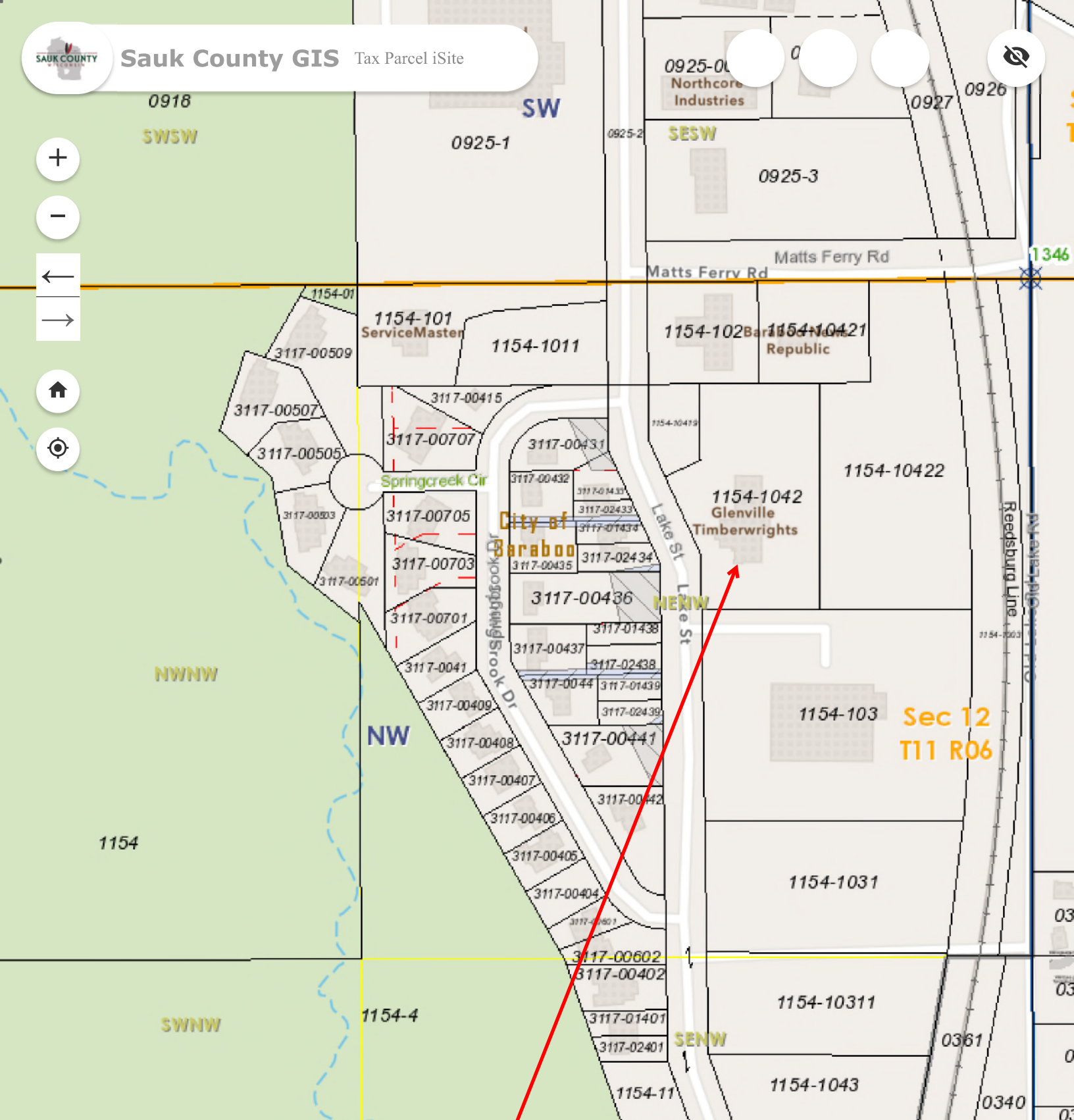
PERCENTAGE INTEREST OF UNITS

<u>Unit</u>	<u>Percent</u>
101	6.667%
102	6.667%
201	6.667%
202	6.667%
301	6.667%
302	6.667%
303	6.667%
401	6.667%
402	6.667%
501	6.667%
502	6.667%
503	6.667%
601	6.667%
602	6.667%
603	6.667%

EXHIBIT D

EXPANSION REAL ESTATE

Lot 1 of Certified Survey Map Number 7231, recorded in Sauk County Register of Deeds as Document Number 1243051 in Volume 45 of Certified Survey Maps, on Page 7231 and located in part of the SW $\frac{1}{4}$ - SE $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ - SW $\frac{1}{4}$, Section 2, Township 11 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin excepting that portion of Lot 1 described in Exhibit A of this Condominium Declaration.



1301 Lake Street

Zoning Change/ Addition for 1301 Lake Street, Baraboo, Wi 53913

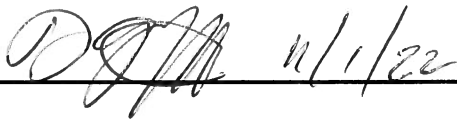
I am appointing David Wall as our agent to represent Vintage Investments LLC in the request for a zoning change/addition to our property at 1301 Lake Street.

The request will be to allow a church to buy and occupy our building. The agent has no other power to make additional requests or actions.

Vintage Investments LLC

Managing partner/owner Daniel Goff

November 1, 2022

 11/1/22

Members of Baraboo planning commission

Freedom in Christ Church is presently seeking a larger facility for its church services and community outreach.

The church has found a property at 1301 Lake Street that would fit our needs.

In order to use this property as our offices and meeting place a change in zoning would be required from the city of Baraboo. Once approved if approved we would be required to get an approved Change of Occupancy from the state. The owner of Vintage Dan Goff would not want the zoning from City of Baraboo to be applied to the property until after he is assured that the change of occupancy from the state is approved. If change of occupancy is denied Mr. Goff would not want property's zoning changed because without Change of occupancy Freedom In Christ would not be able to purchase property for its use. Mr Goff appreciates your consideration

David P. Wall



**RESTRICTIVE COVENANTS
DEVIL'S LAKE BUSINESS PARK
(aka Baraboo Business Park)**

- I. **INTENT** – The City of Baraboo intends to use the lands located east of Highway 12 and adjacent to Highway 123 and the Baraboo Country Club and Golf Course as the Baraboo Business Park. The lands comprising the Baraboo Business Park are described on Exhibit A, attached hereto and incorporated by reference and shall hereafter be referred to as the “Business Park.” For the purpose of preserving the value of the lands contained within the Business Park, as well as all lands located in its general vicinity, the City hereby declares and provides that, in addition to the Baraboo Municipal Code of Ordinances, all lands within the Business Park shall be subject to the restrictions, covenants and conditions set forth herein. These covenants are further intended to facilitate the above purposes in a contemporary, professional, and office-life setting within the Business Park. In addition to office uses, the City encourages contemporary industrial development, thereby providing a desirable location for those industrial types which are harmonious with and do not constitute a hazard or a nuisance to surrounding communities and lands. The City encourages the development of clean and quiet industrial uses while permitting light manufacturing, warehousing, and other similar industrial uses. These covenants are further intended to insure that the architectural designs of both buildings and sites are consistent with the standards necessary to maintain a quality mixed-use park that is attractive to both the office and industrial owner. The enforcement of these Covenants is intended to provide for the enhancement of property values and to the aesthetic and financial success of the Business Park.
- II. **PERMITTED USES** – No parcel in the Business Park may be built upon, altered or occupied for any purpose or use unless said purpose or use has been referred to the Baraboo Economic Development Commission (BEDC) and the City of Baraboo Planning Commission (Commission) for their consideration, recommendation and report to the Common Council. The kinds of uses deemed appropriate by the City are set forth below and are for illustrative purposes only. All specific uses must obtain the approval of the Common Council as set forth in this section.
- A. **Offices, business, and professional, including:**
- Accounting, auditing, and bookkeeping offices,
 - Advertising offices,
 - Banks and financial institutions,
 - Business Associations,
 - Business and management consultant offices,
 - Chiropractic offices,
 - Contractors offices,
 - Dental offices,
 - Educational and scientific research offices,
 - Employment agency offices,
 - Engineering and architectural offices,
 - Finance offices,
 - Insurance offices,
 - Investment service offices,
 - Labor unions,
 - Laboratories, with accessory research and testing,
 - Legal offices,
 - Medical clinics and offices,
 - Real estate offices.

B. Manufacturing activities including:

Bicycles,
Cabinets,
Cameras,
Candy,
Clothing,
Computers,
Electrical appliances,
Electronics components,
Furniture,
Generators,
Glass products,
Machine shop,
Machine tools,
Medical equipment,
Motors,
Musical instruments,
Photographic equipment,
Plastics products,
Printing shops,
Printing and publishing establishments,
Sporting and athletic equipment,
Telephone transmission buildings,
Televisions,
Toys,
Transformers,
Warehouse and mini-storage facilities,
Wholesale business.

C. Other uses not expressly stated herein provided that any such use is closely related to those included in these Covenants and provided further that the Common Council approves the use conditionally or otherwise.

III. PROHIBITED USES – The following uses shall not be permitted in the Business Park:

Abattoirs,
Acid manufacture,
Cement, lime, gypsum or plaster of paris manufacture,
Drop force,
Explosive/hazardous materials manufacture or storage,
Fat rendering,
Fertilizer manufacture,
Junk yards,
Smelting of metals,
Stockyards,
Tannery.

IV. MINIMUM PARCEL SIZE – The minimum parcel size for all parcels in the Business Park shall be five (5) acres.

- V. **CONSTRUCTION MATERIALS** – All buildings constructed within the Business Park shall provide for attractive profiles. Exterior walls may be constructed of wood, brick, architectural concrete masonry units, stone, architectural concrete and pre-cast concrete, glass, enameled or anodized metal. Materials shall be combined with design and color consistent with the harmonious development of the site.

The stark underdesigned warehouse look shall be eliminated through the use of sidewall and façade materials, e.g., masonry, metal, wood, concrete, and glass, with attractive profiles, textures, and colors. All designs shall provide for the smooth transition between office and light manufacturing building space requirements.

The design of any accessory buildings shall be consistent with the design and materials proposed for the principal building(s).

- VI. **ARCHITECTURAL REVIEW** – Prior to initiating construction on any parcel in the Business Park, the owner shall submit plans for approval to the Commission. The plans and specifications must include the following elements:

- A. Building plans and elevations.
- B. A complete site plan depicting all setbacks, parking lots, loading docks, signs, refuse collection systems, general landscaping, and circulation patterns, and all exterior lighting proposed for the site.
- C. A landscaping plan accurately depicting the location, number, and type of plantings and/or berms proposed for the site.

The owner shall submit five (5) copies of all documents and plans to the City Clerk. All elevations shall be drawn at a minimum of $1/8'' = 1'$. All site plans shall be drawn at a scale no smaller than $1'' = 20'$, unless otherwise approved by the City Engineer.

Within fifteen (15) days from the date the plans are received by the City Clerk, BEDC shall review the plans and forward its recommendation, in writing, to the Commission. Within thirty (30) days of submission of the plans and the BEDC recommendations to the Commission, the Commission shall issue its decision thereon. The owner may appeal the Commission's decision to the Baraboo Common Council by filing a written notice of appeal with the City Clerk no later than fifteen (15) days from the date of the Commission's decision. The Council shall duly consider the matter and its decision shall be final. Plans shall be evaluated considering the provisions of these covenants as well as the general welfare of the Business Park occupants and surrounding property owners.

- VII. **PERFORMANCE STANDARDS** – The following minimum standards shall apply to all developments proposed within the Business Park.

A. Setbacks

- 1. Front: 30 feet * setback areas shall be landscaped.
- 2. Side: 20 feet * except for driveways. No parking.
- 3. Rear: 25 feet * is allowed in setback areas.

- B. Parking – There shall be no on-street parking. Off-street parking shall be provided on the following basis:

<u>Use</u>	<u>Requirement</u>
Office	Five (5) spaces plus one (1) space for each three hundred (300) sq. ft. of floor area over one thousand (1,000) sq. ft.
Manufacturing	Two (2) spaces for each three (3) employees or two (2) spaces for each one thousand (1,000) sq. ft. of floor space, as determined by the Plan Commission.

All parking lots shall be permanently surfaced with either asphalt or concrete. At least three (3) percent of the total parking lot surface area shall be landscaped as specified in these Covenants. Corner lots may be exempted from some setback requirements provided that loading and maneuvering areas are screened from public view by careful building orientation and landscaping.

- C. Off-Street Loading – Loading docks positioned at the front of any building shall be setback at least seventy (70) feet. Maneuvering areas shall not encroach into the front, side, or rear yard setback areas as specified in Section VII A. of these Covenants.

- D. Signs – All signs shall be constructed in accordance with the City of Baraboo Zoning Ordinance. In addition to the requirements contained therein, the following requirements shall also apply:

1. All identity signage not attached to the building shall be set back a minimum of 15 feet from the property line. Signs shall be incorporated into the landscape plan. Sign material shall be as specified by the City. Maximum size overall shall not exceed five (5) feet in height or fifty (50) square feet in area.
2. All identity signage attached to the building shall be incorporated into the building architecture and shall be presented for approval with the architectural plans. Signs may not exceed 10 percent of the square feet contained in the wall to which they are affixed. In addition, signs may not extend above the roof parapet line or project more than 18 inches from the face of the building.
3. Traffic control and directional signage within individual lot developments shall be consistent with the identity signage and submitted for approval with the landscape design.
4. Traffic control and directional signage within public right-of-ways shall be of the standard type used by the City and shall be installed by City personnel.
5. Flashing signs are expressly prohibited.

- E. Landscaping – The following landscaping requirements shall be adhered to for all developments within the Park.

1. All developed areas of any lot not used for building, parking, driveways, or storage, shall be landscaped with trees, shrubs, berms, and planted ground covers. Areas of the site held or designated for expansion shall be planted with grass sand maintained as specified herein. The Commission shall determine the area of the site acceptable for expansion.

2. It is the owner's responsibility to maintain all landscaping in an attractive and well-trimmed condition at all times. The owner shall also replace any dead or damaged trees or shrubs with a similar species. Any dead or damaged sod shall also be replaced.
3. A landscaping plan shall be prepared and submitted for approval by the Commission at the plan review stage. All landscaping shall be installed prior to the commencement of business operations or the end of the first planting season, whichever is feasible. To insure compliance with these provisions, the owner shall submit a bond in an amount equal to one and one-half (1½) times the estimated cost of the landscaping as specified in the landscaping plan. The bond shall be in a form approved by the City Attorney. The bond will be refunded to owner upon satisfactory installation of all landscaping elements as specified in the approved landscaping plan.

- F. Outdoor Storage and Display – No outside storage of any kind shall be permitted unless such storage material is visually screened from all streets with a suitable fence at least six (6) feet in height. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to the rear two-thirds of the property, and within the building setback lines. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the building. Storage of fuel oil or other bulk fluids must be underground. Fences, walls or hedges may not extend forward of building setback lines.

VIII. **CONSTRUCTION** – Only such excavation and drilling as are necessary for construction will be allowed. Owner shall plan to minimize erosion, dust, noise, odors, vibrations or other nuisances, which in any way might adversely affect the operation of other park occupants.

- A. During construction, the owner shall clean the working areas each day, shall remove all trash and waste materials, and shall maintain the site in a neat and orderly condition.
- B. All paved City streets shall be cleaned of construction debris at the end of each day's construction leaving the roads in first-class condition.
- C. The owner shall plan and conduct the site grading and construction to minimize erosion and sediment run-off from the areas.
- D. Combination of berms and barriers to direct surface water around the construction sites together with sedimentation basins with overflow weirs shall be employed wherever practical. Finished areas shall be topsoiled and seeded as soon as construction and weather conditions will permit, and areas to be paved should likewise be completed without delay. Owner shall submit an erosion control plan for approval.
- E. The owner shall plan and conduct site grading and haul road use to minimize dust nuisance. To this end, calcium chloride or other wetting agent shall be spread as necessary. Water wagons may also be used to control dust.
- F. The owner shall plan to minimize noise from construction activities to the extent possible.

IX. **COMPLETION OF PROJECT/REPURCHASE** – In the event any purchaser of land in the Business Park elects to sell any portion which is not being used in connection with the business or industry of the purchaser, or which the purchaser desires to sell separate and distinct from any sale of the business or industry being conducted by the purchaser, the same shall first be offered for sale, in writing, to the City

of Baraboo at the price per acre paid for such land by purchaser, together with the costs of any improvements thereon paid for by the purchaser and any special assessment paid by the purchaser relating to such land, with interest at the rate of 5% per annum on the purchase price from the date of payment of the purchase price of the said land by the purchaser, and 5% per annum on the costs of improvements from the date of payment of any costs for improvements on said lands by the purchaser and 5% per annum on the costs of any special assessments from the date of payment of any special assessments paid by the purchaser relating to such lands to the date of repurchase by the City. Any division of a parcel shall comply with the minimum parcel size requirements of Section IV.

Added by Resolution 2001-56 adopted by the Baraboo Common Council on July 10, 2001, Article IX shall be amended by adding the following provision to said Article IX:

In the event any purchaser of land in the Business Park is required to sell any such lands, voluntarily or involuntarily, pursuant to a condemnation proceeding, the lands subject to the condemnation shall first be offered for sale, in writing, to the City of Baraboo at the price per acre paid for such land by said purchaser, together with the cost of any improvements thereon paid for by the purchaser and any special assessments paid by the purchaser relating to such land, with interest at the rate of 3% per annum on the purchase price from the date of payment of the purchase price of said land by the purchaser, and 3% per annum on the cost of improvements from the date of payment of any cost for improvements on said lands by the purchaser and 3% per annum on the cost of any special assessment from the date of payment of any special assessment paid by the purchaser relating to such lands to the date of repurchase by the City. The seller shall pay any unpaid real estate taxes and real estate taxes for the year of closing shall be pro-rated. The seller shall furnish title insurance at seller's expense for the amount of the purchase price. The procedures for accepting or rejecting such offer and for closing shall be as provided in this subsection, Article IX. If the City of Baraboo is the condemnor, the lands subject to the condemnation shall be sold to the City at the same price and terms as provided in this Amendment.

The City shall have ninety (90) days from the date of receipt of such offer to accept or reject it, unless an extension of time may be agreed upon in writing. Acceptance or rejection of such offer shall be by resolution adopted by the City Council.

In the event of acceptance of such offer by the City, conveyance shall be by Warranty Deed, free and clear of all liens and encumbrances created by act or default of the purchaser. If the City fails to act on such offer of sale within ninety (90) days from receipt thereof or rejects the offer, the purchaser may then sell the land to any third party and the City shall have no further interest or right therein, except that the use of the land by any subsequent purchaser shall be subject to applicable zoning, ordinances, restrictions and regulations of the City and the Business Park Restrictive Covenants relating to the use of the land at the time of sale.

If a purchaser of land in the Business Park has not or cannot start construction and improvements on the land purchased within twenty-four (24) months of the date of payment of the purchase price, the City of Baraboo shall have the right to repurchase the property from the purchaser at the original purchase price without interest. Any extension of time to permit construction and improvement must be mutually agreed upon in writing between the City and the purchaser and adopted by resolution of the Baraboo City Council.

If the City reclaims the land through non-performance by the purchaser as provided herein, purchaser shall convey the property to the City by Warranty Deed, free and clear of all liens and encumbrances created by act or default of the purchaser. The Deed shall be delivered to the City upon payment of the amounts set forth herein.

If the City reclaims the land through non-performance by the purchaser, the City may sell the land to any party and the subsequent purchaser shall be subject to applicable zoning, ordinances, restrictions,

and regulations of the City and the Business Park Restrictive Covenants relating to the use of the land at the time of the sale.

The provisions of this Section (Section IX) may be amended or modified only by a majority vote of the Baraboo City Council and such amendment shall not require the approval or action of the other property owners within the Business Park as set forth in Section X of these Restrictive Covenants.

- X. **ENFORCEMENT** – Each parcel in the Business Park shall be conveyed subject to these Restrictive Covenants, all of which are to run with the land and shall be binding on all purchasers, their successors, assigns, and any persons claiming under them for a period of ten (10) years from the recording of the Restrictive Covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument is recorded containing the signatures of the owners of a majority of the land in the Business Park (based upon the amount of square footage owned as compared to the total square footage in the Business Park), and also containing the approval of the Baraboo City Council as evidenced by a resolution duly adopted by the City Council, which instrument and resolution shall agree to change, modify, or amend the Restrictive Covenants in whole or in part.

If two or more persons own one parcel, any one of such persons may cast a vote for that parcel and such vote shall be deemed to have been cast on behalf of all other owners and with their consent. However, if two or more owners of a single parcel cannot agree among themselves, such parcels shall not be counted in the voting. The unsold lands retained by the City shall be included in the voting.

The Restrictive Covenants of the Business Park, with the exception of the provisions of Section IX, may be modified and amended by the recording of an instrument to said effect duly signed by a majority of the then owners of a majority of the lands in the Business Park and also containing the approval of the Baraboo City Council, as evidenced by a resolution duly adopted by the City Council. The majority of the property owners shall be determined as set forth in this section. The City shall have the right at any time, however, to amend and modify these Covenants as applied to any lands in the Business Park owned by the City by the recording of an instrument to said effect containing the approval of the City Council as evidenced by a resolution adopted by the City Council.

- XI. **BINDING EFFECTS** – All restrictions and covenants contained herein are imposed for the benefit of lands within the Business Park, and are made for the benefit of the City and of any and all persons who may hereafter own an interest in any lands within the Business Park. All such persons in interest, including the City of Baraboo, are specifically given the right to enforce these covenants, restrictions, and conditions by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages, or both.

If the owner violates any of the provisions contained in these covenants and fails to cure such default within 30 days after receipt of written notice thereof from the City, the City shall have the right, privilege and license to enter upon the premises and take such action as is necessary to cure such violation and all reasonable cost incurred by the City shall be reimbursed to the City by the violator.

No failure to object to a violation of these Covenants, or to take action to enforce any covenants or conditions shall be deemed a waiver of any right to fully enforce the same thereafter.

If any covenant, condition, or restriction set forth herein, or any portion thereof, is determined to be invalid or void because unlawful, such invalidity shall in no way affect any other covenant, condition, or restriction herein provided.

- XII. VARIANCES – The City of Baraboo reserves the right to grant variances to any or all of these restrictions as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of these restrictions will result in practical difficulty or unnecessary hardship or if in the judgment of the Council the development or lack of development of the Business Park makes such course of action necessary or advisable. A variance shall be granted by a duly adopted resolution of the City Council after recommendation and report by the Commission to the Council.
- XIII. OTHER APPLICABLE ZONING ORDINANCES – These Covenants shall not supersede compliance with all other applicable Federal, State, and local codes and ordinances, provided, however, that where these Covenants directly conflict with the Baraboo Municipal Code of Zoning Ordinance, the Covenants set forth herein shall apply.

Dated this 21st day of May, 1986.

CITY OF BARABOO

By:

Donald R. Pierce
Mayor

By:

Dean T. Bothell
City Clerk

Drafted by:
Attorney James C. Bohl